



CITY OF ALABASTER
1953 Municipal Way
Alabaster, Alabama 35007

OFFICE OF PURCHASING AGENT (Mark Frey)

Project: Replace Municipal Center HVAC Building Automation System

Bid Request Posted this Date: May 4th, 2023.

Bids to be Opened this Date and Time: May 22, 2023, 10:00AM

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the City Clerk, City of Alabaster, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening. The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

Mark Frey, City Clerk

BIDDER Trane, U.S., Inc
TELEPHONE 205-777-1487
ADDRESS 1030 London Dr. Suite 100
EMAIL mike.underwood@trane.com
CITY Birmingham STATE AL ZIP 35211
BID AMOUNT (AS PER SPECIFICATIONS) \$ 93,325.00

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

		Sworn to and subscribed before me on this
		<u>17th</u> day of <u>May</u> , 20 <u>23</u> .
Auth. <u>Janice Ferina</u>	Signature: <u>Tonya Tonisha Taldon</u>	
Name: <u>Janice Ferina</u>		
Title: <u>Regional Contract Analyst</u>	Notary Public - Tonya Tonisha Taldon	
	My Commission Expires: <u>07/25/2023</u>	

*NOTE The scope and terms of Trane's offer are limited to that described in the attached Trane proposal dated 5/22/23

TONYA TONISHA TALDON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
July 25, 2023



REQUEST FOR QUOTE
Replace HVAC Building Automation System (BAS) at the Alabaster Municipal Center at 1953
Municipal Way, Alabaster AL 35007

The City's requirements are set out in Appendix A

The City will accept bids on the following:

1. Specifications are listed in Appendix A

No consideration will be given to any claims based on a lack of knowledge of requirements.

Contact Information:

Please direct any questions and all correspondence regarding this RFB to:

City of Alabaster (City Hall)
Attn: Mark Frey
1953 Municipal Way
Alabaster, AL, 35007
Email: mfrev@cityofalabaster.com

Please direct any questions specific to bid specs set out in appendix A directly to:

City of Alabaster
Attn: Earnest Clark
1953 Municipal Way
Alabaster AL 35007
Email: eclark@cityofalabaster.com

Proposal Due Date:

All bids must be received at Alabaster City Hall by May 22, 2023, 10:00AM

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Section One: Instructions

General Expectations

All bids shall be legibly typed and comply in all regards with the requirements of this RFB.

All bids must be signed in ink in the blank spaces provided herein. If a firm or partnership makes the bid, the name and address of the firm or partnership shall be shown together with the names and addresses of the members. If a corporation makes the bid, an authorized official must sign it in the name of said corporation.

Sealed bids must be submitted, bearing on the outside the name and address of the proposing party, the name of the project for which the bid is submitted and the time and date of the bid opening. If the bid is forwarded by mail, the bid must be enclosed in a sealed package addressed to:

City of Alabaster Attn: Mark Frey, 1953 Municipal Way, Alabaster, AL, 35007.

The City of Alabaster reserves the right to solicit additional information or bid clarification from vendors, or any one vendor, should the City deem such information necessary.

The City of Alabaster reserves the right to reject any and all bids, to waive informalities or irregularities in the bid submission process, and to negotiate further with any bidding parties. Any disputes, or interpretations, will be resolved by the City of Alabaster and will be final.

Any material supplied by a Bidding Party that may be considered confidential, to the extent it is allowed under Public Records Law, must be so marked with statutory exemption asserted.

Terms of Contract

The successful bidding party or parties of this process will provide installation of same within delivery guidelines and quality expectations. Payment terms are net thirty days after receipt of acceptable merchandise. The city does not pay delivery charges, finance charges, interest, or late fees. All items to be delivered to the City of Alabaster, 1953 Municipal Way, Alabaster, Alabama 35007, and risk of loss of goods shall not pass to the City until delivery and installation is complete by winning bidder.

The City reserves the right to reject any and all bids which are inconsistent with regards to service, experience and compliance to specifications. The City accepts no responsibility for expenses incurred in the bid preparation and presentation. Such expense is to be borne exclusively by the bidding party.

Schedule

Requests for Bids opening will be at 1953 Municipal Way, 1st Floor Conference Room, May 22, 2023 10:00AM or as soon as practicable thereafter. All submitted packets must arrive at Alabaster City Hall prior to this time to be considered. Bids must arrive in a sealed and clearly labeled enclosure.

Copies Required

Each bid must include one (1) signed original and two (2) copies, for a total of three (3) printed copies and one (1) digital copy on a thumb drive for submission.

Official Contact

Bids are due no later than May 22, 2023 10:00AM. Each bid should be sealed and addressed to:

City of Alabaster Attn: Mark Frey, 1953 Municipal Way, Alabaster, AL, 35007

Any questions should be directed to:

City of Alabaster, Attn: Earnest Clark 1953 Municipal Way, Alabaster, AL, 35007

eclark@cityofalabaster.com 205-378-1571

Section Two: Selection Process

Selection Committee

The review and selection of valid and on-time bids will be done by a committee consisting of the Facilities Manager, City Administrator and City Clerk and/or Mayor. The City Attorney may be included if specific questions of legality arise in the selection committee. The committee will make a recommendation indicating their preferred bid to the City Council who will then approve City Staff to commence final contract negotiations and contract execution.

Withdrawal

A bid already received may be withdrawn from consideration by the City of Alabaster only if the proposing party furnishes the City with a written notice that the bid is withdrawn prior to the time stated for the opening of the bids.

Section Three: Request for Bid Form

Bid Response

Submitted By: Trane, U.S., Inc.

Contact: Mike Underwood

Address: 1030 London Dr. Suite 100 Birmingham, AL. 35211

Daytime Phone: (205) 777-1487 Fax: ()

Email: mike.underwood@trane.com

Date: 5-18-23

The undersigned, through the formal submittal of this bid response, declares that they have examined all related bid documents and read the instructions and conditions, and hereby proposes to supply materials and/or services as specified in accordance with the bid documents herein.

The Bidding party, by their signature below, hereby represents as follows:

(a) That no Councilmember, official, officer, agency or employee of the City of Alabaster is financially interested directly or indirectly in this bid or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Council, officers, agents, or employees had induced them to enter into this bid and the papers made a part hereof by its terms;

(b) That this bid is made without connection with any person, firm or corporation submitting a bid for the same service, and is in all respects, fair and without collusion or fraud.

The names of the principal contacts of the organization submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this ____ day of _____, 20__.

Name of Firm

Authorized Signature of Bidding Party

(If Corporation) In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized ~~OFFICER~~ ^{Agent} this 22nd day of May, 2023.

Name of Corporation Trane U S Inc

By Janice Ferina

Title Regional Contract Analyst

Please answer the following questions regarding your organization and bid. Please be as specific as possible.

1. Credentials:

a. In one page or less, describe and explain your organization.

b. Please list three (3) references and their contact information, that you have similar contracts with or have served and include dates of service. Additionally, please ensure that of those, two (2) references are from government, public or nonprofit organizations. The City of Alabaster reserves the right to contact any and all references listed as well as any other entities that your organization does business with and to determine your responsibility as a bidder.

2. Pricing Information: Please enclose a list of those items you propose to offer and a unit cost and pricing list pertinent to your bid as well on the attached form.

3. Expectations the Bidding Party would have for the City of Alabaster: Please outline any and all expectations, being as specific as possible, your organization would have for the City of Alabaster should your bid be chosen, including time line.

4. Compliance: The Successful Bidder(s) must comply with all local, state, and federal laws.

5. Award: The City shall award the contract to the lowest responsible and responsive bidder.

Section Four: Scoring Criteria

Pricing in conformity to requested product /services	100 Points
Specifications in conformity to requested bid	100 Points

Section Five: RFB Advertisement

Delivered to:

Newspaper Advertisement

Shelby County Reporter/Alabaster Reporter

The City of Alabaster is currently accepting bids: Replace HVAC Building Automation System at Alabaster Municipal Center, 1953 Municipal Way, Alabaster AL 35007

The city will be accepting bids that conform to the specifications set out in the bid packet, available online.

Bids are due no later than May 22, 2023, 10:00AM at City of Alabaster, Attn: Mark Frey, City Clerk 1953 Municipal Way, Ste. 201, Alabaster, AL, 35007. Interested parties can obtain bid packets online and further information from the City of Alabaster Facilities/Projects Superintendent by calling 205-378-1571 or emailing ecclark@cityofalabaster.com or visiting <http://www.cityofalabaster.com>

Bid Response Cover Submittal

(Must Accompany all Bids)

Submitted By: Trane U.S. Inc

Contact: Mike Underwood

Address: 1030 London Drive, Suite 100, Birmingham, AL 35211

Daytime Phone: (205) 777-1487 Fax: ()

Date: May 22, 2023

The undersigned, through the formal submittal of this bid response, declares that they have examined all related bid documents and read the instruction and conditions, in accordance with the bidding documents herein.

The Bidding Party, by their signature below, hereby represents as follows:

(a) That no Councilmember, official, officer, agency or employee of the City of Alabaster is financially interested directly or indirectly in this proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Council, officers, agents, or employees had induced them to enter into this proposal and the papers made a part hereof by its terms;

(b) That this bid is made without connection with any person, firm or corporation submitting a proposal for the same service, and is in all respects, fair and without collusion or fraud.

The names of the principal contacts of the organization submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this ____ day of _____, 20__.

Name of Firm

Authorized Signature of Bidding Party

(If Corporation) In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized ~~XXXX~~ Agent this 22nd day of May, 2023.

Name of Corporation Trane U S Inc

By Janice Ferina

Title Regional Contract Analyst

2023 BID RESPONSE FORM

Bids should be presented in substantially the following format:

	Description	Per Unit Costs
	Lot Controls Installation	\$93,325.00

Total Project Cost:

Date: May 22, 2023

Bidder: Trane U.S. Inc.

Signature: Janice Ferina

**NOTE The scope and terms of Trane's offer are limited to that described in the attached Trane proposal dated 5/22/23*

Appendix A

Building Automation System (BAS) Installation contractor shall install owner furnished Trane controls material. The installation contractor is also responsible for submittal drawings, programming all controllers, checkout, graphics, and self-commissioning of the entire BAS. Work shall be done during normal business hours. Below is the controls material that will be furnished by the owner and is to be installed by the winning installation contractor:

- ***Trane Tracer SC+ Controller***
- ***Trane Tracer SC+ Enclosure with 120/24 vac transformer***
- ***Trane Tracer BACnet end of line terminators***
- ***Trane Tracer device license software***
- ***(4) Trane Tracer UC600 Controllers, one for each AHU***
- ***(4) Trane Tracer UC600 Enclosures with 120/24 vac transformer***
- ***(30) Trane Tracer Symbio210 VAV controllers***

BAS installation contractor shall furnish and install the below control components:

- ***AHU return air sensor***
- ***AHU outside air damper actuator***
- ***AHU discharge air sensor***
- ***AHU duct static pressure sensor***
- ***VAV discharge air sensor***
- ***VAV space temperature sensor***

BAS installation contractor shall warranty the control system for 1 year after project has been completed and signed off by the owner.



Proposal

Trane Alabama/Georgia
1030 London Dr.
Suite 100
Birmingham, AL 35211

Prepared For:

Date: May 22, 2023

Job Name:
Alabaster Municipal Controller

Engineer:

Delivery Terms:
Freight Allowed & Prepaid

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide a Proposal for a Trane Tracer Building Automation System (BAS) for your review and approval. Pricing is based on the following;

- a. Trane will furnish Submittal drawings, Material, Installation, Programming, Trane Standard Start-Up and Commissioning of a Trane Tracer BAS system for the following HVAC systems/equipment:
 - A. Tracer SC+ System Controller**
 - 1. Furnish and install Tracer SC system controller software for new AHU's and VAV's.
 - 2. Develop and install system database, system level programming and configuration
 - 3. Furnish standard status page and standard equipment graphics.
 - 4. Furnish and install 3 Wireless Coordinators to tie into the SC+. 2 will be on the 1st floor and 1 on the 2nd floor.
 - NOTE: System can be accessed by any computer, with a standard internet browser on the same network as the Tracer SC**
 - B. (4) Split System Air Handler Unit's**
 - 1. Install owner furnished DDC controllers including communications interface to Tracer BAS. Unit controls will be field mounted.
 - 2. Furnish and install end devices for DDC control by Tracer BAS including:
 - a. Duct static pressure pickup tube (2 Units)
 - b. Discharge air sensor
 - c. Return air sensor
 - d. Furnish and install CO2 wireless sensor in space for AHU-2
 - e. Reuse existing dampers and actuators.
 - 3. Programmed control sequence.
 - 4. Furnish and install interlock of smoke detection and fire alarm system device to AHU for local shutdown.

Terminal Units

- C. (30) Variable Volume Terminal Units**
 - 1. Install owner furnished VAV controller.
 - 2. Install owner furnished wireless thermostat
 - 3. Furnish and install discharge air sensor.
 - 4. Furnish and install WCI at VAV box.
 - 5. Programmed control sequence.
- D. (2) Exhaust Fans**
 - 1. Furnish and install start/stop and status. Pickup from closest VAV controller.
 - 2. Program control sequence.
- E. Owner Training**
 - 1. (4) hours onsite customer training during system commissioning.

Standard Clarifications:

Clarifications/Notes:

1. Labor or Materials not specifically listed in the above scope of work is excluded.
2. No Electrical Lighting Control or integration is included.
3. High voltage wiring for DSS interlock between inside and outside units.
4. Any control dampers.
5. All valves where provided by Trane to be installed by MC.
6. Motor starters and/or variable frequency drives not factory provided by Trane are not included.
7. 120VAC power for DDC control panels provided by Division 26 electrical contractor.
8. Cost for additional LEED/Third Party/Non-Standard Trane commissioning hours over the above scope will incur additional costs to be added to this proposal.
9. Smoke detectors, smoke dampers, **fire/smoke dampers**, fire Alarm System shutdown devices provided by others. Trane to provide local shutdown interlock from shutdown device to mechanical equipment. Shutdown devices to be mounted near respective unit.
10. All cabling to be installed in conduit where exposed and plenum rated in other areas.
11. Installation is based on normal working hours.
12. Price good for 30 days from date of proposal.
13. Trane standard warranties apply to all NEW parts & labor only.

Total Pricing for this proposal is.....\$93,325.00

This proposal is subject to your acceptance of the attached Trane terms and conditions.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc. dba Trane
_____ Authorized Representative	_____ Submitted By:
	Cell:
_____ Printed Name	Office: (205) 747-4000
_____ Title	_____ Authorized Representative

Purchase Order _____

Title _____

Acceptance Date _____

Signature Date _____

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labor do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes acts of God, acts of terrorism, war or the public enemy, flood, earthquake, tornado, storm, fire, civil disobedience, pandemic insurrections, riots, labor/labour disputes, labor/labour or material shortages, sabotage, restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due, or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from wear and tear, corrosion, erosion, deterioration, Customer's failure to follow the Company-provided maintenance plan, refrigerant not supplied by Company, and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA,

VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. **Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. **Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741, and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. **U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19, 52.204-21, 52.204-23, 52.219-8, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-50, 52.225-26, 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns, (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

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