

COLLEGE STATION I.S.D.
9304 ROCK PRAIRIE ROAD, COLLEGE STATION, TX. 77845
(979) 764-5408

PURCHASING OFFICE

INTER-DEPARTMENTAL MEMO

TO: Mike Martindale

DATE: November 1, 2018

SUBJECT: Installation of Roof Top Air Handling Units for Oakwood Intermediate

Last month, the district purchased forty-one (41) Roof Top Air Handling Units for Oakwood Intermediate School to replace some very old and problematic units that had long since outlived their expected life cycle. The Facilities Department is requesting this purchase for the installation of these units and the addition of electrical disconnects for each unit which are needed for safety.

Two proposals were requested by Facilities to install these units per Buy Board Contract # 552-17. The Texas Local Government Statewide Purchasing Cooperative (Buy Board) has awarded this contract to Heat Transfer Solutions (HTS) for HVAC Equipment, Supplies, and Installation of HVAC Equipment. The district is a member of this cooperative, which is administered by TASB. All items on the Buy Board have been competitively bid and awarded by the Cooperative's Board of Trustees based on state statutes.

It is the recommendation of Mark Pantel, Director of Purchasing and Jon Hall, Executive Director of Facilities to purchase the installation only of the forty-one (41) Roof Top Air Handling Units at Oakwood Intermediate from Heat Transfer Solutions for \$260,000.000 per Buy Board Contract #552-17. These units will be installed once they arrive in January or February 2019.



Mark Pantel, Director of Purchasing



Jon Hall, Executive Director of Facilities



HTS Texas

3350 Yale Street
Houston, Texas 77018
T 832 328 1010
F 832 328 1100

www.htstexas.com

Mechanical Bill of Material

(Last Addendum Reviewed: None)

Job: Oakwood Elementary RTU Replacement - Labor

Date: October 30, 2018

Designer: CSISD

Job ID: Casey Baggett

HTS Texas is pleased to offer you the following equipment subject to our attached Terms and Conditions:

We propose hereby to furnish material and labor necessary for the completion of:

Cooperative Purchasing – Buy Board Contract Number 552-17

- Replacing 41 Roof Top Units for CSISD. Equipment is owner provided.
- All Labor, Equipment and Crane Rental.
- Reconnecting the condensates and natural gas to new units.
- Natural Gas from Gas Stop to New Unit only.
- Performance Bond.

Exclusions: Roofing or roof work of any kind, structural support of any kind, electrical work, cost of temporary utilities, cost of gaining access to work areas. Demo or repairing of any walls, ceiling or case work to gain access to plumbing or HVAC systems. Floor and/or wall protection in work areas. Penetrations through roof. Access panels. House Keeping Pads, blocking in walls for fixtures and blocking for roof curbs. Civil/site storm utilities, fire water. Saw cutting, break out, haul off and pour back of concrete. Plumbing 5 foot outside of building. Test and Balance. Taxes. **Controls, Equipment.**

Add \$30,000 to base bid to supply and install new disconnects at units. Line side to disconnect is excluded from our scope.

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

Two Hundred Thirty Thousand dollars (\$ **\$230,000.00**)

On completion

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized

Signature _____

Note: this proposal may be withdrawn by us
if not accepted within **60** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

All Taxes Extra
 Freight Allowed To Job Site Curb
 FOB Factory
 Standard Lead Times
 New Payment in Full in 30 Days from Date of Shipment
 No Holdbacks Acceptable

TERMS AND CONDITIONS OF SALE

COMPANY: The Company as used herein shall mean Heat Transfer Solutions Inc.

PRICE POLICY: Prices of the good may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labour and material cost.

TERMS OF PAYMENT: Terms of payment are subject at all times to prior approval of the company's credit department. Terms of payment are net 30 days of date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by the Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at highest rate allowed by law.

SHIPPING TERMS: All shipments will be made F.O.B. factory with freight as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the goods in one or more lots.

CLAIMS: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

TAXES: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.

CANCELLATIONS: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

SHIPMENT DATES: Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by two officers of the Company.

PRODUCT CHANGES: In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.

RETURNED GOODS: Goods may not be returned except by permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.

LIMITED WARRANTY: Free replacement parts will be provided by the manufacturer the Company represents in the event any product supplied by the Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Goods sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser. The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods sold or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. The Company's warrant does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labour or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the Company will provide an extended warrant(ies) on certain goods or components thereof. To obtain assistance under this limited warranty please contact Heat Transfer Solutions 3350 Yale Street, Houston, TX 77018; (832) 328-1010. This warranty constitutes the purchaser's sole remedy. It is given in lieu of all other warranties; express or implied. There is no implied warranty of merchantability or fitness for a particular purpose. In no event and under no circumstances shall Heat Transfer Solutions Inc. be liable for incidental or consequential damages, whether the theory be breach of this or any other warranty, negligence, or strict tort. The company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up or start-up date and ship date will be deemed the same for warranty determination. No person has the authority to expand the Company's obligation beyond the terms of this express warranty.

TERMS OF SALE: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Specifically, the Company does not accept any holdbacks from its billings (see TERMS OF PAYMENT above). The Company is a supplier (not a contractor as defined in the Construction Lien Act) and is NOT subject to the holdback rules contained in the Construction Lien Act. No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made



in writing and signed by an authorized official of Heat Transfer Solutions Inc. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.

