Memorandum

TO: Finance Division Supervisor

FROM: Peter Mares Maintenance Supervisor

DATE: July 27, 2023

RE: Determination of contracting for HVAC Service With Train U.S. Inc.

This determination is made pursuant to Section 13-1-126 of the New Mexico Procurement Code NMSA 1978, finding and concluding that, after a good faith review of available sources, there is only one source for the required service, construction or item of tangible personal property. Therefore, based on this the recommendation has been made to the board of commissioners of San Miguel County to allow contracting with Train U.S. Inc. for HVAC Services for a period of 12 months commencing on July 1st 2023.

Train U.S. Inc. is the only HVAC Service provider who has been able to accommodate the County's full service needs regarding our HVAC System's within San Miguel County. We have several Train Units that are state of the art and require Trane software in order to trouble shoot these units and be able to program them. The local HVAC contractors do not have the necessary Train certification or the proper equipment to work on these units.

Therefore based on this determination, I am requesting your consideration in procuring/contracting with Train for a period of 12 months for the necessary HVAC Services within San Miguel County.

Thank you for your consideration of this request please let me know if you have any questions.

Sincerely,

Peter Mares

Maintenance Supervisor

San Miguel County



Finance Office

Melinda Gonzales

Harold García Chairman-District l

Sole Source Justification Form Janice C. Varela Vice-Chair-District 2

This Form Must Be Completed & Forwarded to Purchasing with the Purchase Requisition

Max G. Trujillo Commissioner-District 3

Date:	July 26 2023	Prepared by: Peter Mares	Martin Sena Commissioner-District 4
Cost:	\$63,224.00	Vendor: Trane U.S. INC.	Committee on 12 and 12
Below	is a summary of in	formation regarding this request for a Sole Source Procurement.	Kenneth C. Medina Commissioner-District 5
1. Ex	xplain why this is th	ne only product or service that can meet the needs of your department.	Joy Ansley County Manager
	-	ted is the only HVAC Service Provider who has been able to accommon needs regarding our HVAC Systems within San Miguel County.	odate the
2. Ex	plain why this ven	dor is the only available source from which to obtain this product or se	rvice.
ite		affirmed (memo from vendor is attached) that there is no other source possible vendors proved futile; or	for this
_	Other reason, pl	ease explain in full	
so: Co	ftware in order to tr	the manufactured units that are Stat-of the Art and require specific Transcouble shoot these units and be able to program them. The local HVAC ve necessary TRANE Certifications or the equipment to work on these	
3. Ex	plain why the price	e is considered fair and reasonable.	
	e price increase is ouipment.	due to inflation, the cost for labor, materials cost have doubled and the	age of the
		nade to obtain the best possible price from this Sole Source Vendor for ny) is the total cost savings from the original quote?	the
		ement stated a 10% increase for each of the four years, it was negotiate t year and a 5% increase for the remaining three years.	d to a
9	ory Approvals:	Date Date Date Date Department	Date
	Manager 85,000)	727.23 Date	



SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc. dba Trane 5501 San Diego Ave NE Albuquerque, NM 87113

Trane Representative

Jackie Putney Cell: (505) 554-7969

Cell: (505) 554-7969 Office: (505) 884-2044

Proposal ID 3217380

Service Contract Number

Contact Telephone Number for Service (505) 884-2044

Company Name

San Miguel County
Finance Division
500 West National Avenue
Las Vegas, NM 87701 U.S.A.
John Tiernan

Sites Included:

San Miguel County Administration
Building
San Miguel County Annex Building
San Miguel County District Attorney
Building
San Miguel County Fourth District
Courthouse
San Miguel County Public Health
Facility
San Miguel County Public Service
Facility Building
San Miguel County Sheriffs Building
San Miguel County Tri County Family
Justice Center

May 16, 2022







EXECUTIVE SUMMARY

This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract. It is the easiest, most affordable and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED

You will have a consistent group of Trane employees dedicated to your account.





SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

Full Maintenance:

- 1 Annual Inspection on all listed equipment
- 1 Annual Coil Cleaning
- 3 Running inspections per year on listed equipment with these exceptions:
 - o (1) running inspection on VAV's
- All parts, labor and refrigerant for corrective repairs
- **Annual software upgrades for Tracer Summit**
- Written Reports
- Note 1 It shall be the responsibility of the Service Company to inspect and report to the Customer any Malfunctions and defects within thirty (30) days after effective date. If equipment cannot be Operated within this 30-day period due to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended to 30 days after the equipment can be operated and checked.
- Additional Exclusions: Electrical line voltage wiring switches and disconnects, Low voltage control wiring. Sheet metal duct work, supply and return air grills, Test and balance air flow, water treatment, glycol [anti freeze] and water additives, Vandalism and tenant damage, Backflow testing, Fire protection system, Building condenser water piping and fittings for HVAC system.

ALL Non Trane Controls and associated controls/boards are excluded from the agreement, customer is responsible for any non Trane controls related repairs.









REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor







REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records



must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs





TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business

Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
 - o Equipment planning for temporary air conditioning and portable auxiliary power units
 - o Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane







HVAC EQUIPMENT COVERAGE

San Miguel County Administration Building

The following "Covered Equipment" will be serviced at San Miguel County Administration Building:

He following octored Edulpin						-
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag	
Tracer Summit Building	1	Trane	49500457	E09F62194		
Management Systems (BMTS)						

Description

Trane Building Controls (Service 32)

Quantity Per Term

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Summit Building	1	Trane	BMTX001AAB	E09F51577	
Management Systems (BMTS)					

Description

TRANE - BMT - ANNUAL BACKUP CLEAR ALARMS (Service 30)

TRANE - BMT - PM INSPECTION (Service 31)

Quantity Per Term

12

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-60 Ton Packaged Air-	1	Trane	CGAFC40EAR	C09F00119	
Cooled Chiller					

Description

Air Cooled Scroll Annual Maintenance (Service 1)

Air Cooled Scroll Quarterly Maintenance (Service 2)

Quantity Per Term

4 12

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fan Coil Air Conditioners (UniTrane)	1	Trane	FFDB0401	T06D21268	
Fan Coil Air Conditioners (UniTrane)	1	Trane	FFDB0401	T06D21269	
Fan Coil Air Conditioners (UniTrane)	1	Trane	FFDB0401	T06D21270	
Fan Coil Air Conditioners (UniTrane)	1	Trane	FFDB0401	T06D21271	

Description

Fan Coil Annual Inspection (Service 14)

Fan Coil Quarterly Inspection (Service 15)

Quantity Per Term

4 12

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Ravpak Boilers		NS-1	

Description

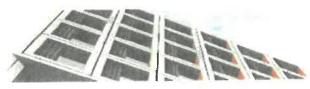
Boiler Annual Maintenance (Service 3)

Boiler Seasonal Start Up (Service 5)

Quantity Per Tempage 73

4







Boiler Seasonal Shut Down (Service 4)

4

San Miguel County Annex Building

The following "Covered Equipment" will be serviced at San Miguel County Annex Building:

e following "Covered Equipme Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Compressor-Condensing Units - Generic	1	Rheem Air Conditioning Division		7292 M2707 10778	
Compressor-Condensing Units - Generic	1	Rheem Air Conditioning Division	RAND-036JA	7297 M3207 06341	

Description
Condensing Unit Annual Inspection (Light Commercial Less then 20 Tons) (Service
4

Condensing Unit Quarterly Inspection (Light Commercial Less then 20 Tons) (Service
12

9)

Eguipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fan-Coil Air Conditioners - Generic	1	Rheem Air Conditioning Division		FU5D302F3107 05287	
Fan-Coil Air Conditioners - Generic	1	Rheem Air Conditioning Division	RGPN-10EAM	FU5D302F3107 03421	

DescriptionSADDLEBACK - FCU QUARTERLY (Service 27)

Quantity Per Term 16

San Miguel County District Attorney Building

The following "Covered Equipment" will be serviced at San Miguel County District Attorney Building:

Equipment	Qtv	Manufacturer	Model Number	Serial Number	Asset Tag
Reciprocating Liquid Chillers,	-	Carrier Corporation	30RAN030-	1903F31444	
Existing			L		

DescriptionCarrier RCP Chiller A-C Annual Inspection (Service 6)
Carrier RCP Chiller Mid-Season Running Inspection (Service 7)

Quantity Per Term
4
12

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Custom Air Handlers - Generic	1	Carrier Corporation	40RMS012-	3808U28028	

Description
Custom Air Handler Cooling Pre-Season Annual Maintenance (Service 12)
Custom Air Handler Quarterly Maintenance (Service 13)

Quantity Per Term
4
12
Page 74

Eguipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag





Horizontal Pumps	1	Marathon Electric	9VM145TTDR	NS-1	
Horizontal Pumps	1	Marathon Electric	9VM145TTDR	NS-2	

Description

Pump Running Inspection - Non-Trane Horizontal (Service 25)

Quantity Per Term

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Raypak Boilers	H30624	300206066	

Description

Boiler Annual Maintenance (Service 3) Boiler Seasonal Start Up (Service 5)

Quantity Per Term

Boiler Seasonal Shut Down (Service 4)

San Miguel County Fourth District Courthouse

The following "Covered Equipment" will be serviced at San Miguel County Fourth District Courthouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Air Volume Units -	1	Trane		NS-5	
Generic					

Description

VAV Comprehensive Inspection (Service 33)

Quantity Per Term

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-75 Ton Packaged Industrial Rooftop	1	Trane	01111 020 1111	C06C02402	
20-75 Ton Packaged Industrial	1	Trane	SFHFC254H7	C06C02403	

Description

Intellipak Rooftop Quarterly Inspection (Service 21)

Intellipak Rooftop Cooling Pre-Season Annual Start Up (Service 20)

Quantity Per Term

12

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Computer Room Air	1	Data Aire	DAPA-0334-	NS-1	
Conditioners-Generic		Incorporated			

Description

CRU - Annual Inspection (Service 10)

CRU - Run Inspection (Service 11)

Quantity Per Term

12

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Compressor-Condensing Units	1	Data Aire	DRCU-0334-	2006-1040-E	
Conorio		Incorporated	1		

Description

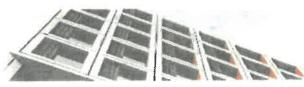
Condensing Unit Annual Inspection (Light Commercial Less then 20 Tons) (Service

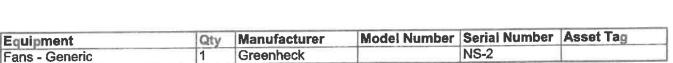
Condensing Unit Quarterly Inspection (Light Commercial Less then 20 Tons) (Service

Quantity Per Term

Page 75 12







Description
Greenheck Exhaust Fan Annual Inspection (Service 18)
Greenheck Exhaust Fan Running Inspection (Service 19)

Quantity Per Term

12

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Raypak Boilers	H3-0752AE	604249668	
Boilers - Generic	1	Raypak Boilers	H3-0752AE	604249669	

Description
Boiler Annual Maintenance (Service 3)
Boiler Seasonal Start Up (Service 5)
Boiler Seasonal Shut Down (Service 4)

Quantity Per Term

4

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Horizontal Pumps	1	UNKNOWN	00318OT3E1	NS-3	
Horizontal Pumps	1	UNKNOWN	00318OT3E1	NS-4	

DescriptionPump Running Inspection - Non-Trane Horizontal (Service 25)

Quantity Per Term 16

San Miguel County Public Health Facility

The following "Covered Equipment" will be serviced at San Miguel County Public Health Facility:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Horizontal Pumps	1	Baldor Electric Inc	M3116T	35B101P674H1	
Horizontal Pumps	1	Marathon Electric	9VM145TTDR	NS-3	

DescriptionPump Running Inspection - Non-Trane Horizontal (Service 25)

Quantity Per Term 16

10

Equipment	Oty		Model Number		Asset Tag
Reciprocating Liquid Chillers,	1	Carrier Corporation	30RAN022-	3809Q57884	
Existing					

Description
Carrier RCP Chiller A-C Annual Inspection (Service 6)
Carrier RCP Chiller Mid-Season Running Inspection (Service 7)

Quantity Per Term

4 12

Equipment	Qty	Manufacturer	Model Number		Asset Tag
Packaged Terminal Air Conditioner and Heat Pumps - Generic	1	Fedders Corporation	V24A10A1FD	03EP13282	
Packaged Terminal Air Conditioner and Heat Pumps - Generic	1	Fedders Corporation	V24A10A1FD	SMCC-7	Pac

Quantity Per Term

Description







NTP Packaged Terminal Air Conditioner Comprehensive Maintenance (Service 24)

16

Equipment	Qty	Manufacturer	Model Number		Asset Tag
Boilers - Generic	1	Laars Heating		NS-1	
		Systems Company			

Quantity Per Term Description Boiler Annual Maintenance (Service 3) 4 Boiler Seasonal Start Up (Service 5) 4 Boiler Seasonal Shut Down (Service 4)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fan-Coil Air Conditioners - Generic	1	Carrier Corporation		NS-4	
Fan-Coil Air Conditioners - Generic	1	York International		NS-5	
Fan-Coil Air Conditioners - Generic	1	York International		NS-6	

Quantity Per Term Description SADDLEBACK - FCU MONTHLY FILTER CHANGE (Service 26) 12 SADDLEBACK - FCU QUARTERLY (Service 27)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Compressor-Condensing Units - Generic	1	York International	S4DT060S06	NS-2	
Compressor-Condensing Units - Generic	1	York International	S4DT060S06	WLLM020187	

Quantity Per Term Description Condensing Unit Annual Inspection (Light Commercial Less then 20 Tons) (Service 12 Condensing Unit Quarterly Inspection (Light Commercial Less then 20 Tons) (Service

San Miguel County Public Service Facility Building

The following "Covered Equipment" will be serviced at San Miguel County Public Service Facility Building:

Equipment	Qty	Manufacturer	Model Number		Asset Tag
Fan-Coil Air Conditioners - Generic	1	York International	MC43B3XH1A	A0F8949326	
Fan-Coil Air Conditioners - Generic	1	York International	MC43B3XH1H	W0G9077781	

Description SADDLEBACK - FCU MONTHLY FILTER CHANGE (Service 26) SADDLEBACK - FCU QUARTERLY (Service 27)

Quantity Per Term

12

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						_
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag	







Furnaces - Generic	1	York International	TG8S080B12	W0A9549471	
Furnaces - Generic	1	York International	TG8S080B12	W0M8472534	

Description
Furnace Annual Inspection Generic (Service 16)
Furnace Running Inspection Generic (Service 17)

Quantity Per Term 4 12

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Compressor-Condensing Units - Generic	1	York International	1000000	W0H9148240	
Compressor-Condensing Units - Generic	1	York International	YCJD36S41S	W0H9148284	

Description
Condensing Unit Annual Inspection (Light Commercial Less then 20 Tons) (Service
4

Condensing Unit Quarterly Inspection (Light Commercial Less then 20 Tons) (Service
9)

San Miguel County Sheriffs Building

The following "Covered Equipment" will be serviced at San Miguel County Sheriffs Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	UNKNOWN		NS-1	
Split System Air Conditioners - Generic	1	UNKNOWN		NS-2	

Description
Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes
Condenser) (Service 28)
Split System Air Handler Quarterly Maintenance (Includes Condenser) (Service 29)

4
12

San Miguel County Tri County Family Justice Center

The following "Covered Equipment" will be serviced at San Miguel County Tri County Family Justice Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Rheem Air Conditioning Division	RRNL-B060J	2G7417ADAAF 34080559	
Rooftop Air Conditioners - Generic	1	Rheem Air Conditioning Division	RRNL-B060J	2G7417ADAAF 340805593	
Rooftop Air Conditioners - Generic	1	Rheem Air Conditioning Division	RRNL-B060J	2G7417ASAAF 020905535	Pag
Rooftop Air Conditioners -	1	Rheem Air	RRNL-C060J	2G798ADAAF2	







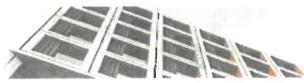
	Description		Qu	antity Per Term
G	Seneric	Division Division	30903023	

DescriptionLight Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance (Service 22)

Light Commercial Package Rooftop (1-10 tons) Quarterly Maintenance (Service 23)

12







San Miguel County Administration Building	500 West National, LAS VEGAS, NM 87701, United States
San Miguel County Annex Building	513 Valencia St, LAS VEGAS, NM 87701, United States
San Miguel County District Attorney Building	1800 New Mexico Avenue, LAS VEGAS, NM 87701, United States
San Miguel County Fourth District Courthouse	498 West National, LAS VEGAS, NM 87701, United States
San Miguel County Public Health Facility	18 GALLEGOS RD, LAS VEGAS, NM 87701, United States
San Miguel County Public Service Facility Building	10 Airport Rd, LAS VEGAS, NM 87701, United States
San Miguel County Sheriffs Building	1224 Rail Road, LAS VEGAS, NM 87701, United States
San Miguel County Trì County Family Justice Center	2534 Ridge Runner Rd, LAS VEGAS, NM 87701, United States







John Tiernan

San Miguel County Finance Division 500 West National Avenue Las Vegas, NM 87701 U.S.A.

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	60,213.34	5,017.78	Monthly
Year 2	63,224.00	5,268.67	Monthly
Year 3	66,385.22	5,532.10	Monthly
Year 4	69,704.45	5,808.70	Monthly

Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

The Initial Term of this Service Agreement is 4 years, beginning July 1, 2022. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2026, this Agreement shall renew automatically for successive periods of 4 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this







Agreement, Trane can be reached either by telephone at (505) 884-2044 or by direct mail addressed to: 5501 San Diego Ave NE Albuquerque, NM 87113.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

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.





Signature Date

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service). CUSTOMER ACCEPTANCE TRANE ACCEPTANCE Trane U.S. Inc. dba Trane Submitted By: Jackie Putney **Authorized Representative** Proposal Date: May 16, 2022 **Printed Name** Cell: (505) 554-7969 Office: (505) 884-2044 License Number: NM352815 Title **Authorized Representative Purchase Order** Title **Acceptance Date**







TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane.

- 1. Agreement. These terms and conditions ("Terms") 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 following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.
- 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. Acceptance. 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. 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 these 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 perform in accordance with the Proposal and 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. Customer's acceptance of performance 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 Services provided by Company to the date of cancellation.
- 4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, Insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial s
- 8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and Internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

 9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable
- 9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, colls, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or condult; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or studge on internal tubes except where water treatment protection services are provided by Company as part of this Ag





included in the Agreement; (i) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (i) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ('Pre-Existing Conditions''), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) 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.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty") company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperty performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment equipment. Company shall not be obligated to pay for the cost of tost refrigerant or lost product. Some components and any warranty of such component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such component supplier. In which case this Limited Warranty shall not apply to those components and any warranty of such component supplier. In which case this Limited Warranty shall not apply to those components and any warranty of such component supplier. In which case this Limited Warranty shall not apply to those components and any warranty of such component suppl

- 11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify 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 personal property, to the extent caused by the negligence or misconduct of the Indemnifying party, and/or its 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 or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.
- 12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL GOMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION SHETWORK.
- NETWORN.

 13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstences, 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 (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.
- 14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold hamless Company (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to





resume performance 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 premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement 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 or its insurer waive rights of subrogation

- 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 is 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 Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; 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. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the 17. Maintenance Services Other I nan Solely Scheduled Service. In Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.
- 18. 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 Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this written, related to the Services. 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. 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 Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.
- 19. 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.
- 20. U.S. Government Services. 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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are 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 Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.
- 21. 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 or 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.

1-26.130-7 (0821)

Supersedes 1-26.130-7 (0720)





APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.







CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- · Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems







CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Air Cooled Scroll Annual Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Chiller
- Review Diagnostics
- Verify Line Voltage
- Control Panel Calibration Check
- Condenser Coil Cleaning wo/Backflush
- Electrical Inspection
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out and Restore Power
- Condenser Fan Check
- Acid Test
- Meg Condenser Fan Motor (Per Fan)
- Visual Condenser Coil Check
- Low Temperature Sensor Calibration
- Leak Test Inspection (Positive Pressure)
- Meg Compressor Motor(s)
- Check Strainer and Pressure Drops CGAF
- Pre-Start Chiller Check CGAF
- Start Unit-CGAF Includes Log
- Touch Up Paint
- Complete Required Paper Work

Service 2: Air Cooled Scroll Quarterly Maintenance Description

- Customer Notification
- Initial Site Inspection
- Compressor Oil Level Check
- Review Diagnostics
- Complete Required Paper Work

Service 3: Boiler Annual Maintenance

Description

- Water Boiler Maintenance Safety Check
- Shut Down Boiler
- Drain Boiler
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Commercial and Industrial)
- Boiler Internal Inspection Natural Gas/Propane/Oil (Commercial and Industrial)
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

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Service 4: Boiler Seasonal Shut Down

Description

- Shut Down Boiler
- Drain Boiler

Service 5: Boiler Seasonal Start Up

Description

- Water Boiler Maintenance Safety Check
- Boiler Internal Inspection Natural Gas/Propane/Oil (Commercial and Industrial)
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

Service 6: Carrier RCP Chiller A-C Annual Inspection Description

RCP-210A ANNUAL MAINTENANCE (RECIP CHILLERS A-C 1 COMPR 20-50 TONS)

Service 7: Carrier RCP Chiller Mid-Season Running Inspection Description

RCP-230 MID SEASON RUNNING INSPECTION

Service 8: Condensing Unit Annual Inspection (Light Commercial Less then 20 Tons) Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out Condenser
- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 9: Condensing Unit Quarterly Inspection (Light Commercial Less then 20 Tons) Description

- Unitary Visual Equipment Inspection
- Log Unit (NTP Cooling)

Service 10: CRU - Annual Inspection

Description

CR/DX-110 MAINTENANCE PROCEDURE (COMPUTER ROOM UNITS)

Service 11: CRU - Run Inspection

Description

CR/DX-120 INSPECTION COMPUTER ROOM UNITS

Service 12: Custom Air Handler Cooling Pre-Season Annual Maintenance Description

- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Check Damper (Air Handler)
- Inspect Supply Fan Inlet Guide Vanes (NTP Air Handler)
- Supply Fan and Motor Inspection (Belt Driven)

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- Replace Belt(s) on Supply Fan (Per Fan)
- Condensate Drip Pan Inspection and Treatment
- Chilled Water Coil Cleaning-w/Solution
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 13: Custom Air Handler Quarterly MaintenanceDescription

- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment

Service 14: Fan Coil Annual Inspection Description

• Fan Coil Unit Comprehensive Inspection

Service 15: Fan Coll Quarterly InspectionDescription

Fan Coil Unit Limited Inspection

Service 16: Furnace Annual Inspection Generic Description

Furnace Annual Inspection

Service 17: Furnace Running Inspection Generic Description

Furnace Running Inspection

Service 18: Greenheck Exhaust Fan Annual Inspection Description

FAN-130 Exhaust Fan Inspection

Service 19: Greenheck Exhaust Fan Running Inspection Description

FAN-160 Mid-Season Running Inspection

Service 20: Intellipak Rooftop Cooling Pre-Season Annual Start Up Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Bearing Lubrication
- Filter Inspection And Change (Intellipak)
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning With Back Flush(Intellipak)
- Clean Evaporative Condenser Sump
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Start Up Seasonal Cooling
- Log Unit (Generic)

Service 21: Intellipak Rooftop Quarterly Inspection







Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Filter Inspection And Change (Intellipak)
- Log Unit

Service 22: Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance Description

- Unitary Visual Equipment Inspection
- Replace Belt(s) on Supply Fan (Per Fan)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Light Commercial NTP Rooftop)
- Coil Cleaning Solution
- Electrical Inspection (Light Commercial Under 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 23: Light Commercial Package Rooftop (1-10 tons) Quarterly Maintenance Description

- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Light Commercial NTP Rooftop)

Service 24: NTP Packaged Terminal Air Conditioner Comprehensive Maintenance Description

- Initial Site Inspection
- Electrical Inspection (PTAC)
- PTAC Cabinet Cleaning
- Condenser Coil Cleaning (PTAC)
- Remove Lock Out Tag Out and Restore Power
- Log Unit (PTAC)

Service 25: Pump Running Inspection - Non-Trane Horizontal Description

PMP-111 Pump Run Inspection

Service 26: SADDLEBACK - FCU MONTHLY FILTER CHANGE Description

FILTER CHANGE - 15 MINUTES

Service 27: SADDLEBACK - FCU QUARTERLY Description

SADDLEBACK FAN COIL UNITS (QUARTERLY)

Service 28: Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser) Description

- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser

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- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 29: Split System Air Handler Quarterly Maintenance (Includes Condenser)

- Unitary Visual Equipment Inspection
- Log Unit (NTP Cooling)

Service 30: TRANE - BMT - ANNUAL BACKUP CLEAR ALARMS

- BCU MAINTENANCE CNT145 STEP ONE
- BCU MAINTENANCE CNT145 STEP TWO
- BCU MAINTENANCE CNT145 STEP THREE
- BCU MAINTENANCE CNT145 STEP FOUR

Service 31: TRANE - BMT - PM INSPECTION Description

- BMT PM INSPECTION STEP 1
- BMT PM INSPECTION STEP 2

Service 32: Trane Building Controls Description

CNT-110 ICS Controller Inspection

Service 33: VAV Comprehensive Inspection Description

- VAV Comprehensive Inspection
- Supply Fan Inspection (Direct Drive)