



City of Rockwall
The New Horizon

City of Rockwall
385 S. Goliad St
Rockwall, Texas 75087
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REQUEST FOR PROPOSALS (RFP) NO. 25-01-AS
“Replace HVAC System at Rockwall Animal Shelter”

RETURN SEALED RFP:

City of Rockwall
Purchasing Agent
385 S. Goliad St
Rockwall, Texas 75087

Sealed solicitations shall be received no later than:

2:00 P.M., Central Time
May 15th, 2025

MARK ENVELOPE: “RFP NO: 25-01-AS”
ALL PAGES MUST BE RETURNED.
IF NOT BID MAY BE REJECTED.

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Tentative Schedule of Events

April 11th, 2025 – Release Solicitation

April 17th and April 24th, 2025 - Legal Advertisement

April 30th, 2025 at 2:00 P.M. – **Mandatory Site Visit** (questions answered at this time)

May 15th, 2025 at 2:00 P.M. – Deadline for Sealed solicitations & Public Solicitation Opening

May 2025 – Award Preparation

Introduction

The City of Rockwall is accepting sealed proposals to establish a contract for the replacement of the existing Heating, Ventilation and Air Conditioning (HVAC) system, installation of additional ductwork, and removal/disposal of existing unit at the **Rockwall Animal Shelter, located at 1825 Airport Rd., Rockwall, TX 75087**. The City of Rockwall is aware of the time and effort you expend in preparing and submitting bids and proposals to the City. Please let us know of any requirements which are causing you difficulty in responding to our requests. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the City's business.

General Instructions

**Sealed proposal packets must be delivered to Attention of:
Purchasing Agent, City of Rockwall, 385 S. Goliad St, Rockwall, TX 75087.**

**Proposal Packets must be received by
May 15, 2025 at 2:00 P.M. Central Time**

It is the sole responsibility of respondent to have packet at designated location prior to the deadline date and time. Any mail delays or other matters causing late receipt are irrelevant and will not excuse late submission. Each response must be sealed in an opaque envelope which has been clearly marked “**RFP NO: 25-01-AS**”. Each response must include one (1) unbound original, and three (3) copies. All late packets will be rejected and returned to respondent unopened. Public reading is scheduled to be held at the date and time listed above at City Hall, 385 S. Goliad St, Rockwall, Texas. You are invited to attend.

All questions concerning the solicitation should be directed to the Purchasing Agent, Misty Farris at e-mail mfarris@rockwall.com or Joey Boyd at jboyd@rockwall.com.

Proposal Submittals

Respondents submitting a response do so entirely at their expense. There is no expressed or implied obligation by the City of Rockwall to reimburse any individual or firm for any costs incurred in preparing or submitting a proposal, for providing additional information when requested by the City of Rockwall, or for participating in any selection interviews.

Award

The City of Rockwall reserves the right to award to the most responsible and responsive respondent in the best interest of the City based on price and/or based on best value meeting the requirements for this service. The City reserves the right to consider items such as safety record, references, previous performance, delivery time or a criterion specific to this project which the city considers weighted. The City may award to multiple providers or to a single provider. If the awarded respondent is unable to meet the requirements of the City, services/products may be purchased from the next best available respondent and continue until a respondent is found that can complete the requirements of the City of Rockwall. The City reserves the right to order from another vendor in which the City determines an emergency or urgent need becomes necessary. The City of Rockwall has the sole, last and final determination to determine award. The City reserves the right to reject any proposals that do not meet specifications stated herein or reject all proposals should this project not be approved for any reason.

*Best Value: An assessment and/or award based on analysis of the total life cycle of the item. Combination criteria which can be used are: price, quality of item, location of respondent, safety record of respondent, past relationship with respondent, and/or any relevant criteria specifically listed.

Terms of Contract

Installation and all specified work are to be completed within ninety (90) calendar days of issuance of the Notice to Proceed unless otherwise negotiated at time of award.

Termination of Contract

The City of Rockwall reserves the right to terminate this agreement if, in the opinion of the City of Rockwall, the successful vendor's performance is not acceptable, or if the deliveries and servicing of this contract do not conform to the requirements detailed herein or for any cause. If through any cause, the vendor fails to fulfill its obligations under this contract, or if the vendor violates any of the agreements of this contract, the City has the right to terminate this contract by giving the successful respondent thirty (30) calendar days-written notice. Should the vendor violate any laws or participate in illegal activity the City has the right to cancel the agreement immediately. The vendor will be compensated for the satisfactory deliveries performed before the termination date. The vendor shall have the right to cancel the contract upon thirty (30) days written notice to the City of Rockwall. The vendor will be compensated for the satisfactory deliveries performed before the termination date.

Special Terms & Conditions

It is understood that the City of Rockwall, Texas reserves the right to reject any or all products, services and/or qualification for any or all products and/or services covered in this solicitation and to waive informalities or defects or to accept such qualifications as it shall deem to be in the best interests of the City of Rockwall. If less than three responses are received, the City of Rockwall reserves the right to resolicit as it deems to be in the best interest of the City. Each elected respondent will receive a purchase order at prices quoted. Respondent must be able to complete the job within a reasonable time of request for service. Should awarded respondent not be able to respond, the City reserves the right to offer service to next available respondent. The City of Rockwall reserves the right to make the award of solicitation line items in whole, parts or to reject any and all proposals or proposal line items if it is determined to be in the best interest of the City. The Bid Terms and Conditions reference any and all indemnification language that is required and not stated to the fullest extent of the law. The City of Rockwall has the sole last and final determination to determine award with no recourse to the fullest extent of the law.

Preparation of Proposal

Each Proposal must be submitted on the prescribed form. All blank spaces for prices must be filled in, in ink or typewritten and must be fully completed and executed when submitted. If the unit price and the total amount named for an item are not in agreement, the unit price alone will be considered as representing the respondent's intention and the total will be corrected to conform thereto. The respondent must sign their solicitation in the space provided on the respondent's form. If the Proposal is submitted by a partnership or corporation, the name and address of the partnership or corporation must be shown, together with the name and address of the partners or corporate officers. Proposals submitted by a partnership must be signed by one of the partners. Proposals submitted by a corporation must be signed by one of the corporate officials having, under the corporate structure, the power to act in this capacity. Proposals submitted by a sole proprietorship must be signed by the proprietor.

Written Modification

Any respondent may modify their proposal by letter, electronic or other written communication at any time prior to the scheduled closing time for receipt, provided such written communication is received by the City prior to the closing time, and provided further, the City is satisfied that the written modification bears the signature of the respondent. The written communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed proposal is opened. It is the responsibility of the respondent to ensure the modification was received by the City.

Qualification of Respondent

No prequalification of a respondent is required. Before award of any contract can be approved, however, the City shall be satisfied that the respondent involved: (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

Addenda & Interpretations

All interpretations of the meaning of the plans, specifications or other pre-proposal documents questions will be answered at the **mandatory site visit, April 30th, 2025**. Any respondent who submits a proposal, but does not attend the mandatory site visit, will be deemed non-responsive and be rejected and returned to respondent.

Deviation from Requirements

Contract terms and conditions will be negotiated upon selection of the winning respondent for this RFP. All contractual terms and conditions will be subject to review by the City of Rockwall City Attorney and will include scope, budget, schedule, and other necessary items pertaining to the project.

Respondent shall clearly indicate by letter, on a point-by-point basis, any variation from the RFP requirements, including the General Specifications, Requirements for Proposal, Required Forms or any deviation from any other requirements as part of this RFP. Respondents shall attach any variance to their proposal. If no exceptions are noted, the City will require the successful respondent to provide any good(s) or service (s) as specified herein.

Evaluation

The City's selection committee shall conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. The committee shall analyze each proposal to determine the overall responsiveness and the qualifications of each respondent. The committee may select all, some, or none of the respondents for interviews. If the City elects to conduct interviews, respondents may be reevaluated based upon the initial scoring criteria. Once a respondent(s) has been chosen, the City will negotiate and submit the agreement to the City Council for approval. The proposal shall be scored according to the criteria and corresponding points noted in this Section. Respondents shall label their proposal criteria in accordance with the corresponding tab identifier. A more complete breakdown of the evaluation criteria is located in Section "Requirements for Proposal."

TAB	EVALUATION CRITERIA	POINTS
A	Experience and Expertise in HVAC System Installation and Replacement	30
B	Quality and Efficiency of Proposed HVAC System	20
C	Warranty and Support Services Offered	15
D	Cost	35

Performance and Payment Bond

Based on receiving a conditional notification of award, the Contractor shall submit a performance bond and a payment bond in accordance with state law, each for the full amount of award, from a certified State of Texas surety company. Should these bonds not be provided within ten (10) calendar days from the conditional notification of

award, the City of Rockwall reserves the right to award to next responsible, responsive firm. Original performance and payment bonds are to be submitted to the Purchasing Agent, 385 S. Goliad St., Rockwall, TX 75087. The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

Bond Information

The failure of the successful respondent to execute the agreement and supply the required bonds within ten (10) calendar days after the request, or within such extended period as the City may, shall constitute a default and the City may, at its option either award the contract to the next lowest responsible respondent, or readvertise for proposals. In either case, the City may charge against the respondent the difference between the amount of the proposal and the amount for which a contract is subsequently executed. If a more favorable proposal is received through readvertisement, the defaulting respondent shall have no claim against the City for a refund.

Change Orders

It is the City's desire to have all questions and/or comments addressed prior to issuing a purchase order; any change order will be greatly scrutinized and could impede future awards. No change orders will be accepted unless written approval by the City Manager is obtained. Any work completed without written approval by the City Manager is subject to non-payment.

Laws and Regulations

The respondent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the award throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application# EECEQ-00588.

This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.

Obligation of Respondent

At the time of the opening of the proposals each respondent will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any respondent to examine any form, instrument or document shall in no way relieve any respondent from any obligation in respect of his proposal.

General Specifications

The City of Rockwall is seeking proposals from qualified HVAC contractors for the replacement of the existing HVAC system, installation of additional ductwork, and removal/disposal of existing unit at the Rockwall Animal Shelter.

The project budget is estimated to be \$132,500.

The existing AAON brand Dedicated Outside Air System, or DOAS, was installed in approximately 2007 on an exterior concrete pad adjacent to the mechanical room at the northeast corner of the building. The existing DOAS will be replaced due to the issues listed below.

- Failure to adequately cool the space during the summer
- Failure of system components, broken compressor(s) and corroded evaporator coil(s), resulting in costly repairs and unit downtime
- Absence of operational control
- Contaminant (animal hair) control issues
- Odor control issues

The City obtained an independent study from AME Engineering, Inc. (Attachment 2) which specifies the required capacity and specifications needed to remedy the aforementioned issues.

Communication

All communication and questions concerning this solicitation, including any of a technical nature, shall be made in person at the **mandatory site visit** on **April 30th, 2025 @ 2:00PM**. Respondents are specifically barred from contacting any user department personnel involved in this solicitation for the purpose of discussing this solicitation.

Violation may result in respondent disqualification.

Prohibited Interests

By submission of a proposal each respondent is deemed to *expressly represent and warrant* that no member of the City Council, and no City Official involved in the RFP process for the service covered by this RFP has an ownership interest in or derives income from the respondent.

Prevailing Wage Rate

Chapter 2258, Texas Government Code, Title 10 requires that state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public works construction projects to produce and include prevailing wage rate determinations in the project bidding and contract documents. Chapter 2258 requires that the contractor who is awarded a contract by a public body and a contractor's subcontractor shall pay not less than the rates determined by such agencies to workers employed for the execution of such work. Pursuant to Chapter 2258, the City of Rockwall has ascertained the wages in Attachment 1 to be paid for the various classifications of workers, in the locality of this project. In determining these wages, the City has utilized the Prevailing Wage Rates as determined by the U.S. DOL in accordance with the Davis-Bacon Act.

Scope of Work

In addition to items identified in the AME Engineering Report (Attachment 2), the following items will be required:

1. Clean existing ductwork & install recommended ductwork prior to the disconnection of existing unit to minimize downtime (Refer to Attachment 2 As Built notated in Red).
2. Remove & dispose of the existing unit from the building (Crane required).
3. Install a new HVAC system that meets the heating, cooling, and ventilation specifications provided from AME Engineering, Inc. (Attachment 2)
4. Ensure the new system is energy-efficient and environmentally friendly.
5. Test and commission the new system to ensure optimal performance.
6. Provide a comprehensive maintenance plan for the new HVAC system.
7. Train staff on the operation and maintenance of the new HVAC system.

Warranty Requirements

1. **Duration of Warranty:** The awarded respondent shall specify provided warranty period for the entire HVAC system, including all components and parts from the date of substantial completion or installation, whichever is later.
2. **Labor Warranty:** The awarded respondent shall provide a warranty for labor and workmanship for a **minimum of one (1) year** from the date of substantial completion or installation, whichever is later. This warranty shall cover all labor costs for repairing or replacing any defective work due to poor workmanship or improper installation, labor for diagnosing issues related to the HVAC system's installation or performance during the warranty period, and travel time and expenses for technicians or personnel required to perform warranty-related repairs.
3. **Exclusions:** The warranty shall explicitly outline any exclusions, limitations, or conditions that may void the warranty, including but not limited to improper installation, neglect, misuse, or unauthorized

repairs.

4. **Response Time:** The respondent shall specify the maximum allowable response time for repairs or replacements in the event of a warrant claim.
5. **Claim Procedures:** The respondent shall provide clear procedures for initiating warranty claims, including contact information, documentation requirements, and any forms or protocols necessary for processing claims.
6. **Maintenance Requirements:** The warranty shall outline any maintenance requirements necessary to maintain warranty coverage, including recommended service intervals and tasks.
7. **Dispute Resolution:** Procedures for resolving disputes related to warranty claims shall be clearly defined, including escalation processes and mechanisms for mediation or arbitration if necessary.
8. **Documentation:** The respondent shall provide comprehensive documentation of the warranty terms, including a written warranty statement and any applicable user manuals, maintenance guides, or technical specifications.
9. **Compliance:** The warranty provided by the respondent shall comply with all applicable laws, regulations, and industry standards.

Requirements for Proposal

The RFP response outside cover and/or first page shall contain the respondent's firm name, all contact information, business address and stamp designating either original or copy. Include one (1) unbound original, and three (3) copies. All copies shall have tabs clearly divided and marked A - E. Each tabbed section should include the information described below.

Tab A Experience and Expertise in HVAC System Installation and Replacement (30 Points)

- a) Describe the background and history of your company, as well as your experience in commercial HVAC installation/replacement.
- b) Provide a list of similar projects you have completed over the past three (3) years and a list of references, including detailed project information, contact name, email and phone number for each project.
- c) Explain the anticipated resources you will assign to this project, including the total number of personnel.

Tab B Quality and Efficiency of Proposed HVAC System (20 Points)

- a) Provide comprehensive specification for HVAC unit being proposed, including model number, size, capacity, and dimension. Unit proposed can be of any manufacturer but must meet or exceed specifications recommended in the AME Engineering study (Attachment 2).
- b) Provide information on the energy efficiency ratings of the HVAC equipment, such as SEER (Seasonal Energy Efficiency Ratio) for cooling equipment and AFUE (Annual Fuel Utilization Efficiency) for heating equipment.
- c) Provide certifications the equipment has obtained, such as ENERGY STAR certification or certifications from relevant industry organizations like AHRI (Air-Conditioning, Heating, and Refrigeration Institute).
- d) Provide performance data, including airflow rates, temperature differentials, and sound levels.
- e) Provide information regarding the recommended maintenance procedures for the equipment to ensure optimal performance and longevity.
- f) Provide a life cycle cost analysis that considers not only the upfront cost of the equipment but also factors in energy efficiency, maintenance costs, and expected lifespan to determine the total cost of ownership over time.
- g) Provide case studies from previous installations of the proposed equipment to demonstrate its performance in real-world applications.

- h) Provide details showing that the proposed equipment complies with all relevant regulations and standards, such as building codes and environmental regulations.
- i) Include information on any optional features or upgrades available for the equipment that could enhance its performance, efficiency, or functionality.

Tab C Warranty and Support Services Offered (15 Points)

- a) Respondents are requested to provide detailed information regarding warranty offerings, including terms, coverage, limitations, and any additional services or benefits provided. Explain how the offered warranty meets the minimum warranty requirements detailed in the “Warranty Requirements” section.
- b) Extended Warranty Options: Provide information on optional extended warranty packages, including coverage, terms, and associated costs in this section.

Tab D Cost (35 Points)

- a) Complete the Price Table below. Costs shall include labor, materials, and equipment to complete the tasks described herein.
- b) Attach itemized cost with detailed explanation. Responses that fail to provide an itemized and detailed explanation of cost may be deemed non-responsive.
- c) Include costs for any items outsourced or any subcontracted services, if applicable, including the name and description of the organization being contracted.

Tab E Signed RFP and completed Required Forms. Failure to provide these forms may deem your proposal as non-responsive.

Price Table

Item No.	Description	UOM	Total
1	New Equipment Cost	LOT	\$ _____
Lead Time for New Equipment _____ Calendar Days			
2	Labor Cost – Ductwork Cleaning and Ducting Revisions and Additions	LOT	\$ _____
Time Needed to Complete Item 2 _____ Calendar Days			
3	Labor Cost – Removal and Disposal of Existing HVAC System	LOT	\$ _____
Time Needed to Complete Item 3 _____ Calendar Days			
4	Labor Cost – Installation of New HVAC System	LOT	\$ _____
Time Needed to Complete Item 4 _____ Calendar Days			
Grand Total:			\$ _____

Site Visit

A **mandatory site visit** will be conducted on **Wednesday, April 30th, 2025, at 2 : 00 P.M.** at the Rockwall Animal Shelter, 1825 Airport Rd., Rockwall, TX 75087.

Safety Standards & Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

- (1) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- (2) Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Insurance Requirements

The awarded respondent shall furnish and keep in full force (at its own cost and expense) the following insurance during the term of this Contract:

- a. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.
- b. Commercial Automobile Liability at minimum combined single limits as required by the State of Texas per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
- c. Workers Compensation at statutorily required limits.

All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

The awarded respondent shall furnish at their own expense to the City of Rockwall, a Certificate of Liability Insurance listing the City as an **“Additional Insured”** via endorsement. In Description of Operations will need wording similar to: Blanket additional insured is added in favor of the certificate holder with respects to the general liability coverage as required by written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensations coverage as required by written contract. Certificate Holder to be: City of Rockwall 385 S. Goliad St., Rockwall TX 75087.

The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non-renewal, or material change of said insurance shall be submitted to the City, by the insurance company. The City reserves the right to full, certified copies of all required insurance policies when requested in writing. Insurance will be required prior to purchase order being issued.

Copy of insurance to be supplied prior to award.

Required Forms

Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 300px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Certificate of Interested Parties Form 1295

Pursuant to Section 2252 of the Texas Government Code, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties (Form 1295) and has created a website application for business entities to submit the required information.

The City of Rockwall may not enter into a contract that requires the approval of the City Council until the business entity that is a party to the contract files a Form 1295 with the Texas Ethics Commission and the City of Rockwall Purchasing Department.

1. Upon being notified of a bid/recommended award, the award recipient, the business entity, must go the following website: <https://www.ethics.state.tx.us/filinginfo/1295/> and follow the login directions on the website application to complete a Form 1295. If this is a business entity's first login on to the website application, the business entity must create a login Username and Password then follow the application's instructions to complete a Form 1295.
2. The City does not have a Contract ID Number System. Please insert the City of Rockwall's bid or project number in this box **RFP NO: 25-01-AS**.
3. Once confirmation is received, that the information has been submitted with the Texas Ethics Commission, the business entity MUST print, sign and date Form 1295.
4. Form 1295 must be filed with the Texas Ethics Commission within seven (7) business days of the date of notification of recommended award. The contract will not be presented to City Council until the form has been filed with the Texas Ethics Commission and the City of Rockwall has received Form 1295.
5. In no way does a request for filing of Form 1295 with the Texas Ethics Commission commit the City to any type of award whatsoever.
6. Once the City of Rockwall Purchasing Department receives Form 1295, the Purchasing Department will submit confirmation of receipt through the Texas Ethics Commission website within thirty (30) days.
7. This process must be followed for each contract requiring City of Rockwall Council approval.
8. A Form 1295 cannot be hand written. It must be completed electronically through the Texas Ethics Commission website application.

If you have any questions contact the City of Rockwall Purchasing Agent at (972) 771-7700, 385 S. Goliad St., Rockwall, Texas 75087.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Israel Verification Form

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- 1. does not boycott Israel currently; and
- 2. will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001 of the Texas Government Code:

- 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
- 2. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____	_____
Date	Signature

EXCLUSION FROM CHAPTER 2271 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Rockwall and the Company.

_____	_____
Date	Signature

Iran, Sudan and Foreign Terrorist Organizations Verification Form

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- 1. will not do business with Iran, Sudan, or any foreign terrorist organization; and
- 2. will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Date

Signature

Firearm Verification Form

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. “Discriminate against a firearm entity or firearm trade association” means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
2. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees,
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- ☐ will be between a governmental entity and a sole proprietor; or
- ☐ is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between the City of Rockwall and the Company.

Date

Signature

**Prohibition of Contracts Discriminating Against Energy, & Energy Company Boycott
Verification Form**

I, _____, the undersigned representative of _____ (the
“Company”) do hereby declare, represent, and verify that the Company, under the provisions of
Chapter 2276 of the Texas Government Code, as amended:

- 1. does not boycott energy companies currently; and
- 2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2276 and Section 809.001 of the Texas Government Code:

- 1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
- 2. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2276 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the
“Company”) do hereby declare, represent, and verify that the Company is excluded from Chapter
2276 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Rockwall and the Company.

Date

Signature

Critical Infrastructure Verification Form

To the extent this proposal relates to critical infrastructure in the State of Texas,

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company is not owned by or has the majority of stock or other ownership interest held by or controlled by: individuals who are citizens of China, Iran, North Korea, Russia, or a country designed by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code as amended (“designated country”); or

1. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Date

Signature

Texas Public Information Act Verification Form

I, _____, the undersigned representative of _____ (the “Company”) do hereby acknowledge that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation, proposal and any resultant contract, and agree that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Date

Signature

References

Respondent shall submit with their solicitation the name, address, telephone number, and point of contact of at least three (3) companies for which the respondent has completed similar work/projects within the preceding three (3) years. References may be checked prior to award. Any negative responses received may result in disqualification of the proposal. (Form is attached for your convenience below)

Reference 1

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Reference 2

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Reference 3

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Non-Collusion Affidavit

1. He/she is _____ of _____, the respondent that has submitted the attached bid/proposal.
2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid/proposal.
3. Such bid is genuine and is not collusive or a sham bid/proposal.
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another respondent, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other respondent, firm or person to fix the price or prices in the attached bid or of any other respondent, or to fix an overhead, profit or cost element of the bid price of the bid price of any other respondent, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City of Rockwall or any per interest in the proposed contact.
5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Rockwall within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.
6. Advanced disclosures of any information to any particular/potential respondent which gives that particular/potential respondent any advantage over any other interested respondent in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular respondent's bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular respondent's bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal respondent attests that no improper communication has occurred resulting in an advantage over any other respondent, potential respondent, or advance discloser.
7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the respondent or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Signature

Printed Name

Firm Name

Proposal Terms & Conditions

DEFINITIONS:

City – City of Rockwall

City Council – The elected officials of the City of Rockwall who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter, Ordinance and Laws.

Contract– An agreement between the City and a vendor to furnish products over a designated period of time during which repeated purchases or a single purchase are made of the commodity(s) or service specified.

Vendor– The potential or successful bidder of an Invitation for Bid or Request for Proposal.

ACCEPTANCE: The City reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the City in accordance with Local Government Code Chapter 252. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection may be recommended for any but not limited to the following:

- Failure to use the form furnished by the City;
- A bid that fails to conform to the delivery schedule or permissible alternatives;
- Failure to submit a bid bond, insurance or other requested documents in conformance with the requirements;
- A bid seeking to qualify the terms and conditions, or otherwise seeking to limit contractor liability, or to limit the City's rights;

- A vendor that qualifies its price in such a manner that the firm's bid price cannot be determined;
- Price quoted shall be the price in effect at the time of delivery which remains unknown at the present time.
- A bid is contingent on also receiving awards on other bids currently under consideration.

All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidders past performance under contracts with the City, and the bidder's compliance with City ordinances. The City is committed to obtaining its goods, products and services at the lowest price possible which benefit all the citizens of Rockwall. Therefore, in order to accomplish the objective/goal it is not the intention of the City to either exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task.

The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final. In literal compliance in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications.

If the City determines that standards and specifications are in literal compliance and not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

ADDENDA: Any interpretations, corrections or changes to an Invitation for Bid and/or Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested by the City of Rockwall's Purchasing Department. Addenda may be posted on the City of Rockwall's web site and may be distributed to all who are known to have received a copy of this Invitation for Bid and/or Proposal will receive written notification. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City of Rockwall's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

ADVERTISING: Any advertising or promotions used which the Cities award is showcased, placed in written technology or verbal communication must be expressly authorized in writing by the City.

ALTERING BIDS: Bids cannot be altered or amended after the submission deadline without acceptable reason and without the approval of the purchasing agent. Any interlineations, alteration, or erasure made before opening time should be initialed by the signer of the bid, guaranteeing authenticity.

AMENDMENTS: Chapter 176 of the Texas Local Government Code requires a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a Conflict of Interest Questionnaire to the appropriate records administrator of the City not later than the seventh business day after the date the person begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the local governmental entity. For purposes of this bid, you may submit the completed form with your response. Each vendor is responsible for verifying they are using the most current form available from www.ethics.state.tx.us. This legislation is subject to change and each vendor should consult their own attorney regarding the current law.

AMERICAN-MADE: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased should be American-made.

ASSIGNMENT: The vendor is prohibited from transferring their rights and duties nor shall the vendor sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Rockwall. All subcontractors must be approved in writing by the City prior to any work being initiated.

BID AWARD: The City of Rockwall reserves the right to award bids on the lump sum or unit price basis. If the bidder desires the City to consider and all- or-none bid, it must be stated on the bid sheet (s). The City reserves the right to audit or inspect vendor's business records not limited to financial statements, liability insurance, bonding, and worker's compensation insurance and to request business references. All awards will be based on the best interest of the City, but not necessarily limited to, the following factors:

- Conformity to specifications;
- Purchase price, including payment discount terms;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidder's goods or services;
- The extent to which the goods or services meet the City's needs
- The bidder's past relationship with the City;
- Delivery terms;
- Availability of repair and maintenance parts;
- Financial condition;
- The total long-term cost to the City to acquire the bidder's good or services; and
- Any relevant criteria specifically listed in this request for bid.

BRAND NAMES: Specifications may reference name brands, make, and/or model numbers. Any reference made to brand, make, and/or model used in specifications is for descriptive purposes only. Products/materials of like quality will be considered. The City shall act as sole judge in determining equality and acceptability of

products offered.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and may require approval of the City Council.

COLLUSION: Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular bidder's bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular bidder's bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal bidder attests that no improper communication has occurred resulting in an advantage over any other bidder, potential bidder, or advance discloser.

COMPLIANCE: This bid and vendor and/or contractor must comply with all federal, state, City and local laws concerning these types of service. The vendor is prohibited from discriminating due to racial, sexual, religious, disability, or any other grounds. Any known discrimination is grounds for immediate cancellation of contract at the sole expense of the vendor.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated,

CONTRACT: This bid, when properly accepted by the City of Rockwall, shall constitute a contract equally binding between the successful bidder and the City of Rockwall. No different or additional terms or addendums, supplements, or amendments will become a part of this contract unless agreed to and signed by both the successful bidder and the City without the prior written approval of the City of Rockwall. Should any change in terms be requested by the vendor after the contract has been awarded, the City reserves the right to cancel the contract and award the bid to the next responsible responsive bidder. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City. The City reserves the right to reject the bid of any bidder who is in violation of any City Ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

CONTRACT TERMINATION: The City may terminate this contract at any time upon thirty (30) calendar days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the Service Provider fails to fulfill its obligations under this contract, or if the Service Provider violates any part of the agreement of the contract, the City has the right to terminate this contract by giving the Service Provider five (5) calendar days written notice. The Service Provider will be compensated for

the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the vendor's name from the bidder's list for receiving future bids. No terms or provision of the contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider until the exact amount of damages due to the City from the Service Provider is determined and paid. City reserves the right to order from another vendor in which an emergency or urgent need becomes necessary. If the City terminates the contract, the City will equitably compensate Contractor in accordance with the provisions of this contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the City. Contractor, will not, however, be entitled to lost or anticipated profits, special damages or consequential damages should the CITY choose to exercise its option to terminate.

DELIVERY: All delivery and freight charges (FOB City of Rockwall designated location) are to be included in the bid price. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

DISCLOSURE REQUIREMENT: Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with the City officers or officials. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law is available by

contacting the City of Rockwall City Secretary, 385 S. Goliad St. Rockwall, TX 75087. By doing business or seeking to do business with the City you acknowledge that you have been notified of your sole responsibility to comply with Chapter 176 of the Texas Local Government Code.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsive to perform in strict accordance with the specifications of the invitation. The City of Rockwall reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

FIRM PRICE: Bidders must hold bid prices firm for 120 days after the bid opening date to allow the City sufficient time to award a contract. Once a contract is awarded, the successful bidder must hold bid prices firm for the duration of the contract.

FORCE MAJEURE: Vendor will not be held liable for noncompliance for any reasonable delay due to Force Majeure. Force Majeure is any delay caused by acts of God and or labor strikes.

FORM: Bids must be submitted on the City's form only. Bidder shall provide with this bid/proposal response, all documentation required. Failure to provide this information may result in rejection of bid. Bidders are required to submit bids itemized and prices extended when required. Bidders must return the entire original bid document with Invitation for Bid or Request for Proposal. Vendors

should not change or alter packet in any way.

FUNDING: Award and funding of the bid, proposal, and contract is pending City of Rockwall City Council approval. State of Texas statutes, Local Government Code 271.903 prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Rockwall fiscal year shall be subject to budget approval. The City reserves the right to rescind the contract at the end of each fiscal year if determined that there are insufficient funds to extend the contract and no cost.

INDEMNIFICATION

AGREEMENT: The contractor agrees to indemnify, hold harmless and defend the City of Rockwall, its officers, agents and employees, both past and present, from and against any and all liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its

officers, agents, employees, subcontractors, licensees, invitees, and other persons. It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence to the fullest extent of the law.

INTERLOCAL

COOPERATIVE: Other government entities within the State of Texas may be extended the opportunity to purchase off of the City of Rockwall's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and the City is not obligated or liable for any action or debts that may arise out of such independently, negotiated "piggyback" procurements.

ITEMS supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If an item is not picked up within reasonable time after notification, the item will become a donation to the City for disposition.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. The City of Rockwall is not responsible for lateness or non-delivery of mail, carrier, delivery etc., and the date/time stamp in the Purchasing Agent's Office shall be the

official time of receipt. Late bids will remain unopened and returned to the address on the outside of the envelope.

LAWS: This agreement will be governed and construed by the State of Texas Local Government Code, City Charter, City Ordinance, and City Purchasing Policy. Information in the record is deemed public record in accordance with the Texas Public Information Act. This agreement is performable in the City of Rockwall, Texas.

Each party consents to the exclusive jurisdiction of the state courts having jurisdiction in the City of Walker, Texas. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to conflict of laws principles.

NOTIFICATION: The City uses multiple channels for the notification and dissemination of all invitations to bid and/or request for proposals. The City accepts no responsibility for the lack of notification or receipt of bid to any and all potential bidders.

PAYMENT will be made upon receipt and acceptance by the City of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601lf V.T.C.S. All invoices must be mailed to City of Rockwall Attn: Accounts Payable 385 S. Goliad, Rockwall, TX 75087. The City requests credits for any errors. Invoices will not be short paid.

PRICE redetermination may be considered by City of Rockwall only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.) with a sixty day prior written notice. The bidder's past history of honoring contracts at the bid price will be an important

consideration in the City's evaluation of the lowest and best bid. The City of Rockwall reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. The City reserves the right to reject price redetermination and award the bid to next responsible responsive bidder.

QUANTITIES: Quantities indicated in the bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

RECORD RETENTION: The awarded vendor must maintain copies of all documents relating to the contract for the length of the warranty period plus one year.

Should the document be destroyed or for any reason the awarded vendor is unable to locate the contract, the warranty will be considered in force under the original terms of the contract.

REIMBURSEMENTS: There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to the request. The City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Rockwall. All samples will be return when applicable.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

TAXES: The City of Rockwall is exempt from Federal Excise, State Sales and Transportation Taxes. Tax must not be included in bid/proposal. The City upon request will execute a Tax Exemption Certificate. The City is statutorily exempt from State and Local Sales tax and a permit number is not required.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

WITHDRAWAL OF BID: No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

No-Response Statement

Replace HVAC System at Rockwall Animal Shelter NO. 25-01-AS

The City of Rockwall seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a quote.

Please check the appropriate boxes indicating the factors considered for not bidding.

- ☐ Unable to respond to the request for bid or request for proposals by the specific deadline.
- ☐ Our company does not carry or cannot offer this type of product and service.
- ☐ Specifications are restrictive, unclear or incomplete. Please explain below

- ☐ Invitation is suitable, but engaged in other work.
- ☐ Do not wish to do business with the City.

The purpose of this form is to achieve a maximum participation in the bidding process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to bid.

Respondent's Information

Replace HVAC System at Rockwall Animal Shelter RFP NO. 25-01-AS

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

_____ Witness	_____ Company Name
_____ Date	_____ Authorized Representative Signature
	_____ Printed Name
	_____ Title
_____ Correspondence Address	_____ Remit Address
_____ City, State, Zip Code	_____ City, State, Zip Code
_____ Addendum #1 acknowledged	_____ Telephone Number
_____ Addendum #2 acknowledged	
_____ Addendum #3 acknowledged	_____ Fax Number
_____ Addendum #4 acknowledged	
_____ Please mark N/A if no addendums issued	_____ Email

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE CONSIDERED NON-RESPONSIVE

"General Decision Number: TX20250188 03/14/2025

Superseded General Decision Number: TX20240188

State: Texas

Construction Type: Building

County: Walker County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [http:// www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025

2 03/14/2025

ASBE0022-003 07/03/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.35	16.02

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

CARP0551-006 04/01/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.86	9.08

IRON0084-008 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 28.26	8.13

LAB00154-017 05/01/2024

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 25.27	9.57

PLUM0068-002 10/01/2024

	Rates	Fringes
PLUMBER.	\$ 39.98	11.61

* SUTX2009-075 04/20/2009

	Rates	Fringes
BRICKLAYER.	\$ 18.00	0.00
CARPENTER, Includes Acoustical Ceiling Installation, Batt Insulation, and Metal Stud Installation (Excludes Drywall Hanging, and Form Work).....	\$ 15.13 **	2.63
CEMENT MASON/CONCRETE FINISHER...	\$ 12.09 **	0.00
DRYWALL HANGER.....	\$ 13.89 **	1.00
ELECTRICIAN.....	\$ 18.06	4.87
LABORER: Common or General.....	\$ 9.24 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.02 **	0.00

LABORER: Mortar Mixer.....	\$ 12.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.67 **	0.47
OPERATOR: Bulldozer.....	\$ 13.00 **	0.35
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58 **	0.00
OPERATOR: Loader (Front End).....	\$ 10.54 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 11.75 **	0.00
ROOFER.....	\$ 13.64 **	1.80
SHEET METAL WORKER.....	\$ 17.00 **	0.00
TILE SETTER.....	\$ 15.00 **	0.00
TRUCK DRIVER.....	\$ 10.68 **	0.34

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"



3825 W Green Oaks Blvd., Ste 200
Arlington, Texas 76016
mail@ameengineer.com
Office (817) 653-4122
Fax (817) 754-6615

March 13, 2025
File No. 1906

City of Rockwall
Internal Operations Department
385 S Goliad Street
Rockwall, Texas 75087

**Re: HVAC Evaluation & Report at
Rockwall Animal Shelter
1825 Airport Road
Rockwall, Texas 75087**

Dear Internal Operations:

In response to your request, I have prepared a report for the above referenced project using information provided in the As-Built Mechanical & Architectural Plans, as well as information from the Envelope & Lighting COMcheck and a visual inspection conducted at the time of my approximately 1-hour site visit on February 18, 2025.

The existing AAON brand Dedicated Outside Air System, or DOAS, was installed in approximately 2007 on an exterior concrete pad adjacent to the mechanical room at the northeast corner of the building. Building operators informed me that the existing DOAS will be replaced due to the issues listed below.

- Failure to adequately cool the space during the summer
- Failure of system components, broken compressor(s) and corroded evaporator coil(s), resulting in costly repairs and unit downtime
- Absence of operational control
- Contaminant (animal hair) control issues
- Odor control issues

AME conducted a heat gain/loss calculation for the space based on the dimensions of the space per the As-Built Architectural Plans, and the wall and ceiling insulation R-values per the Envelope COMcheck. The calculations show a needed net sensible cooling capacity of 250 kBtu/hr, or 250 MBH; a needed latent cooling capacity of 112 MBH; and a needed net sensible heating capacity of 300 MBH. This means that at a minimum the above net sensible cooling, latent cooling, and net sensible heating capacities must be achieved by a DOAS to provide adequate cooling and heating to this space. For reference, the existing AAON DOAS with energy recovery wheel does not meet the required net sensible cooling capacity (250 MBH needed vs. 173 MBH currently provided) or the latent cooling capacity (112 MBH

**Re: HVAC Evaluation & Report at
Rockwall Animal Shelter, 1825 Airport Road, Rockwall, Texas 75087
File No. 1906**

needed vs. 86 MBH currently provided). The existing DOAS does meet the required net sensible heating capacity (300 MBH required vs. 313 MBH currently provided). Through coordination with HVAC equipment vendors, we can provide the DOAS options below that meet or exceed all the needed cooling and heating capacities, while providing the desired corrosion resistance, operational control, and contaminant (animal hair) control systems. During the unit selection process, manufacturers provided warranties and coverages should be verified and utilized as part of the unit decision.

1. AAON Replacement DOAS with Energy Recovery Wheel
 - a. Unit Model number: RNA-025-C-A-8-GABDC-CB1L0:0z-0FFAH-QAB-00000-ABLBH-WC-CB0F-00-E0-G-AR0-EB-DA0A-00-000-A00A00-E00H0B-0000B0B
 - b. 266 MBH net sensible cooling, 165 MBH latent cooling, 416 MBH net sensible heating
 - c. Stainless steel evaporator coil casing + E-coated evaporator coil
 - d. 2" pleated MERV 8 outside air filters + 4" pleated MERV 13 return air filters + 1" MERV 11 air filters at each ceiling return grille
 - e. Manufacturer room thermostat controls available
2. LG Traditional DOAS with Energy Recovery Wheel
 - a. Unit Model number: ARDE-212-52D-20I-J-D2
 - b. 261 MBH net sensible cooling, 167 MBH latent cooling, 441 MBH net sensible heating
 - c. E-coated evaporator coil
 - d. 2" pleated MERV 8 outside air filters + 2" pleated MERV 8 return air filters + 1" MERV 11 air filters at each ceiling return grille
 - e. Manufacturer room thermostat controls available
3. Trane Traditional DOAS with Energy Recovery Wheel
 - a. Unit Model number: OADG030F1-DAB1GBG00-J1AGG1AG0-11D11E12C-AD0C01A00-AA1A01000-00AL00000
 - b. 281 MBH net sensible cooling, 188 MBH latent cooling, 319 MBH net sensible heating
 - c. Stainless steel evaporator casing + E-coated evaporator coil
 - d. 2" pleated MERV 8 outside air filters + 2" pleated MERV 13 return air filters + 1" MERV 11 air filters at each ceiling return grille
 - e. Manufacturer room thermostat controls available
4. Mojave High Efficiency Liquid Desiccant DOAS with Energy Recovery Wheel
 - a. Unit Model number: ADB-025CG30-PPFC-AACXE-AA-BPP-ADXXX
 - b. 245 MBH net sensible cooling, 223 MBH latent cooling, 442 MBH net sensible heating

**Re: HVAC Evaluation & Report at
Rockwall Animal Shelter, 1825 Airport Road, Rockwall, Texas 75087
File No. 1906**

- heating.
- c. E-coated evaporator coil
- d. 2" pleated MERV 8 prefilters + 4" pleated MERV 13 evaporator coil filters + 2" pleated MERV 8 regen coil filters
- e. Manufacturer room thermostat controls available
- f. High efficiency in summer due to alternative dehumidification technology

Please note that maintaining the same airflow as currently utilized while increasing the cooling capacity to the above values will result in approximately 43-degree supply air. Supply air of this temperature will cause issues with humidity by condensing moisture on surfaces that come into contact with the supply air before the supply air has mixed with, and equalized in temperature with, the room air. In order to provide the needed increase in cooling capacity, to an existing air distribution system, the allowable airflow will need to be increased as well. Therefore, the ducting layout will need to be moderately revised and provided with additional plenum ducting area to allow for an increased airflow, while ensuring a minimally invasive ducting addition construction timeframe. For the required ducting revisions and additions, please see the enclosed schematic ducting layout provided with this document (Exhibit #1).

All the provided unit specifications can be installed with operational controls via an interior thermostat capable of measuring the space temperature and the relative humidity of the space. An interior, centrally located wall mounted thermostat adjacent to a return air grille will provide the most accurate temperature and humidity measurements, allowing for increased comfort and decreased energy usage during operation. For the suggested thermostat location, please see the schematic ducting layout provided with this document (Exhibit #1).

Contaminant (animal hair) control may be achieved, or improved, by utilizing all the filtration methods below.

1. Installing air filters at the unit as specified in the unit selection submittals. Regimentally change unit filters every 2 months, or sooner, as needed based on visual inspection.
2. Installing 1" MERV 11 air filters at each return air grille. Regimentally change filters every 2 months, or sooner, as needed based on visual inspection.

Odor control may be achieved, or improved, by utilizing all, or some, of the odor control methods below.

1. Preventing odors from traveling through the transfer air ducts in the main corridor

**Re: HVAC Evaluation & Report at
Rockwall Animal Shelter, 1825 Airport Road, Rockwall, Texas 75087
File No. 1906**

by the kennels.

- a. The air transfer ducts between the main corridor and kennels are responsible for a portion of the odor control issue. The air balance of the space keeps the kennels at a negative pressure while the DOAS is cycled on. When the DOAS is cycled off, the kennels equalize in pressure with the main corridor because there is an opening to allow for the exchange of air. Once the kennels equalize in pressure with the main corridor, odors can travel through the transfer air ducts in either direction, most importantly from the kennels to the main corridor. This can be mitigated to a high degree by installing a motorized damper that closes off the transfer air duct when the DOAS cycles off, or by installing a gravity backdraft damper which only allows air to pass from the corridor to the kennels and prevents airflow from the kennels to the corridor. Utilize a motorized damper to achieve the highest efficacy or use a gravity backdraft damper for a less invasive but more economical solution that sacrifices minimal efficacy.

Based on my review of the provided animal shelter HVAC history, existing design plans, and visual examination of the current HVAC unit and air distribution system in place, it has been determined that the existing equipment does not satisfactorily provide the cooling capacity needed for the kennel and support areas. This determination takes into account the low value of building envelope insulation properties of the exterior CMU kennel walls. The use of this facility also dictates that long-term downtime, which would be required to update and increase the building envelope insulation, would not be possible. Therefore, the recommended new equipment selections and facility improvement methods noted in this report will provide adequate cooling and heating to the space, an increased ability for operational control, improved contaminant (animal hair) control, and improved odor control.

Sincerely yours,

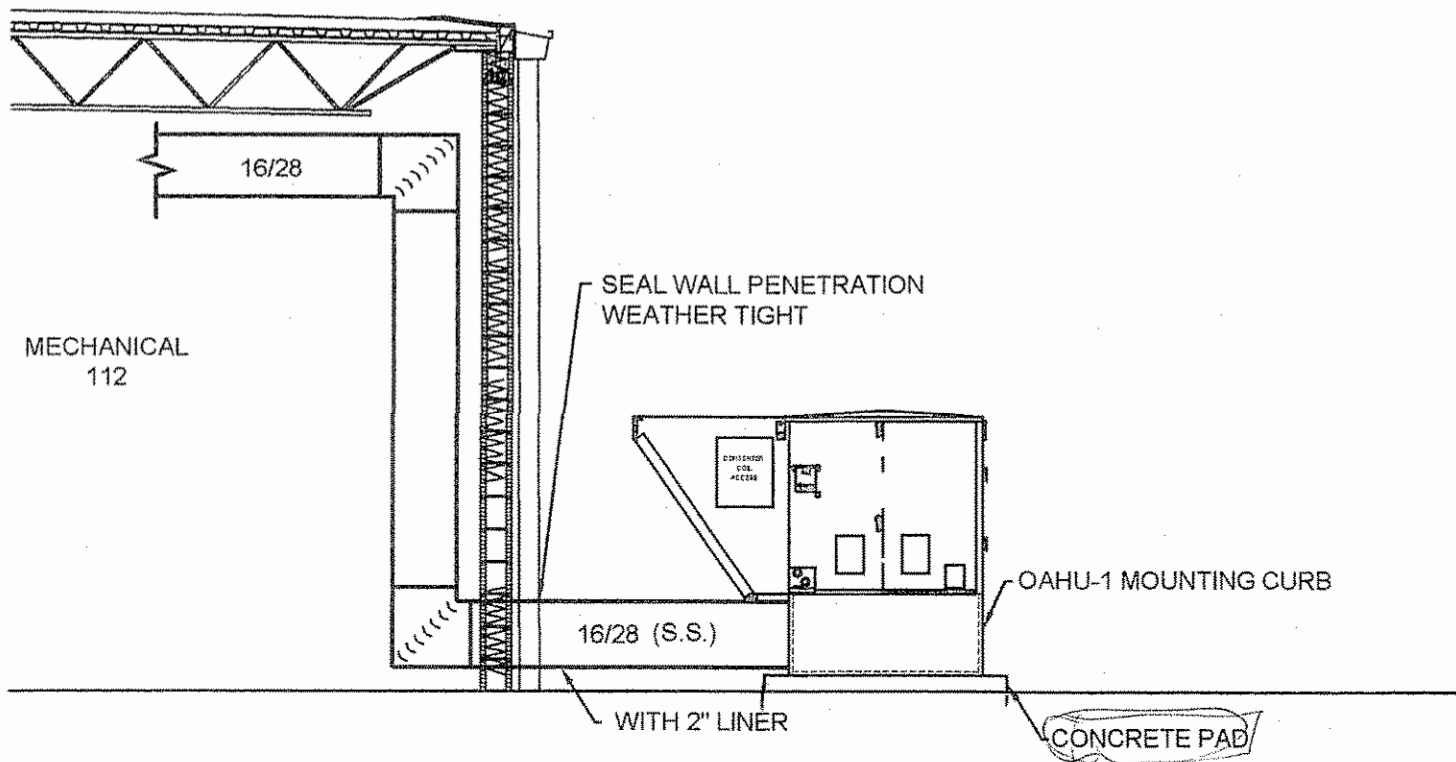
AME Engineering, Inc.

Jessica J. Kilgore
Jessica J. Kilgore, P.E.
President

Licensed Professional Engineer
State of Texas #106106



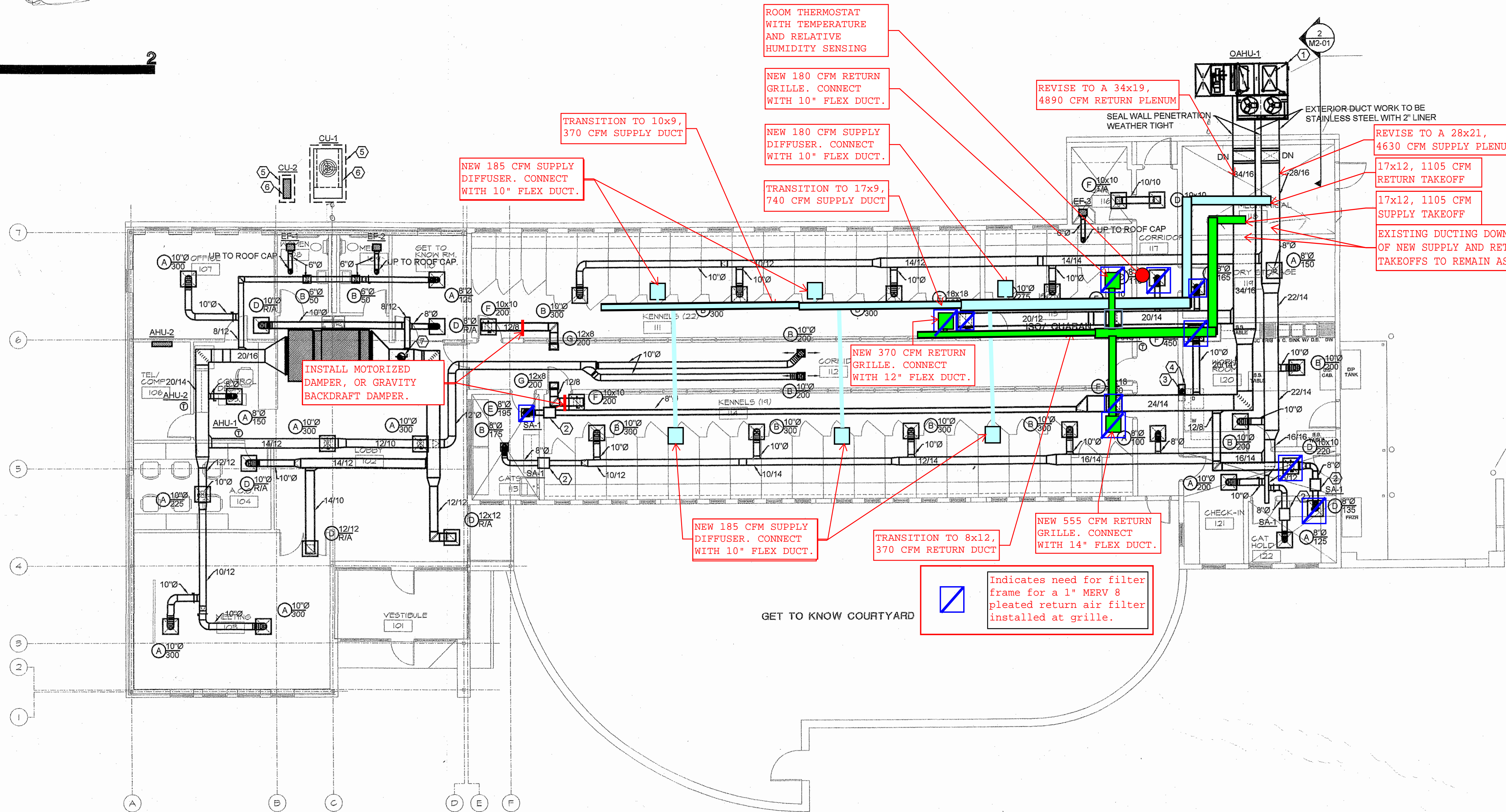
Enclosures: Exhibit #1 Schematic Ducting Layout



MECHANICAL SECTION

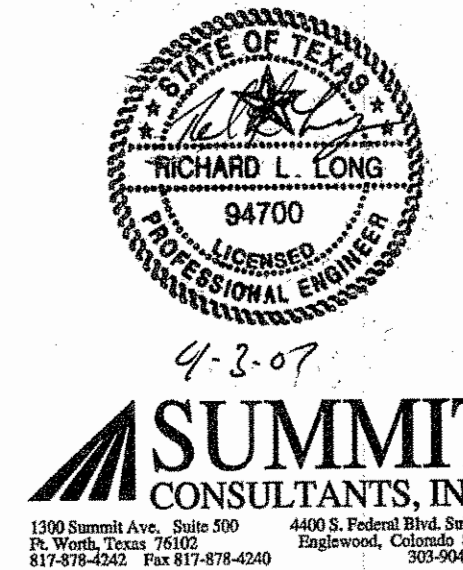
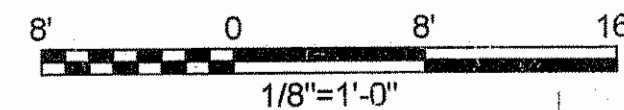
SCALE: 1/4" = 1'-0"

NOTES BY SYMBOL "a"	
①	UNIT TO BE PROVIDE WITH A CUSTOM CURB FOR SUPPLY AND RETURN TO GO OUT OF BOTTOM OF UNIT. CURB NEEDS TO BE PROVIDED WITH TURNING VANES. PROVIDE UNIT WITH MANUFACTURER'S RECOMMEND CLEARANCES.
②	PROVIDE VIBRO-ACOUSTICS SOUND ATTENUATORS FOR SUPPLY/RETURN AIR AS SHOWN. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
③	PROVIDE 4"Ø DRYER EXHAUST DUCT UP TO ROOF CAP. DUCT SHALL BE MINIMUM 24 GAGE GALVANIZED STEEL, INSTALLED WITHOUT SCREWS, PER CODE.
④	PROVIDE RECESSED CLOTHES DRYER VENT BOX BY DRYERBOX (www.dryerbox.com), OR APPROVED EQUAL.
⑤	CONCRETE HOUSEKEEPING PAD. PAD DIMENSIONS SHALL EXTEND BEYOND CONDENSING UNITS BY MINIMUM 6" ON ALL SIDES, AND SHALL ALLOW FOR REFRIGERANT PIPING STUB-UP.
⑥	PROVIDE UNITS WITH MANUFACTURER'S RECOMMENDED CLEARANCES.
⑦	12"Ø UP TO COOK PR-12 WITH ROOF CURB



MECHANICAL PLAN

SCALE: 1/8" = 1'-0"



PROJECT NO. 04022
DATE: 04/03/07
FILE NAME:

ANIMAL SERVICES &
ADOPTION CENTER
1825 AIRPORT ROAD
ROCKWALL, TX 75087

REVISIONS:

SHEET TITLE:

MECHANICAL PLAN

M2.01