



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

October 22, 2020

Sent Via Email: johnie.christ@brandt.us

Johnie Christ  
The Brandt Companies, LLC  
1340 Airport Commerce Dr., #575  
Austin, TX 78741

Welcome to BuyBoard!

**Re: Notice of The Local Government Purchasing Cooperative Award**

**Proposal Name and Number:** HVAC Equipment, Supplies, and Installation of HVAC Equipment, Proposal No. 631-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2020 through 11/30/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 631-20 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order [info@buyboard.com](mailto:info@buyboard.com) and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas  
Department Director, Cooperative Procurement  
v.6.5



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

October 22, 2020

Sent Via Email: [johnie.christ@brandt.us](mailto:johnie.christ@brandt.us)

Johnie Christ  
The Brandt Companies, LLC  
1340 Airport Commerce Dr., #575  
Austin, TX 78741

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*

**Proposal Name and Number:** HVAC Equipment, Supplies, and Installation of HVAC Equipment, Proposal No. 631-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2020 through 11/30/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas  
Department Director, Cooperative Procurement  
v.6.5



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## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** HVAC Equipment, Supplies, and  
Installation of HVAC Equipment

**Proposal Due Date/Opening Date and Time:**  
July 14, 2020 at 4:00 PM

**Proposal Number:** 631-20

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** December 1, 2020  
through November 30, 2021 with two (2) possible  
one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
October 2020

**The Brandt Companies LLC**

Name of Proposing Company

**07/13/2020**

Date

**1340 Airport Commerce Dr #575**

Street Address

Signature of Authorized Company Official

**Austin, TX 78741**

City, State, Zip

**James Marek**

Printed Name of Authorized Company Official

**512.808.3100**

Telephone Number of Authorized Company Official

**Vice President**

Position or Title of Authorized Company Official

**512.491.9104**

Fax Number of Authorized Company Official

**37-1652957**

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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## **VENDOR CONTACT INFORMATION**

Name of Company: The Brandt Companies LLC  
Vendor Proposal/Contract Contact Name: Johnie Christ  
Vendor Proposal/Contract Contact E-mail Address: Johnie.Christ@brandt.us  
Vendor Contact Mailing Address for Proposal/Contract Notices: 1340 Airport Commerce Drive #575  
Austin, TX 78741  
Company Website: www.brandt.us

**Purchase Orders:** All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

**Please select options below for receipt of purchase orders and provide the requested information:**

- ☒ I will use the internet to receive purchase orders at the following address:  
Purchase Order E-mail Address: Robin.Griffin@brandt.us  
Purchase Order Contact: Robin Griffin Phone: 512-230-8833  
Alternate Purchase Order E-mail Address: Johnie.Christ@brandt.us  
Alternate Purchase Order Contact: Johnie Christ Phone: 512-364-2579
- ☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: Robin.Griffin@brandt.us  
RFQ Contact: Robin Griffin Phone: 512-230-8833  
Alternate RFQ E-mail Address: Johnie.Christ@brandt.us  
Alternate RFQ Contact: Johnie Christ Phone: 512-364-2579



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**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

**Please choose only one (1) of the following options for receipt of invoices and provide the requested information:**

☒ Service fee invoices and related communications should be provided directly to my company at:

**Invoice Mailing address:** 1728 Briercroft Ct **Department:** Accounting

**City:** Carrollton **State:** TX **Zip Code:** 75006

**Contact Name:** Devon Eick **Phone:** 972-395-6000

**Invoice Fax:** \_\_\_\_\_ **Invoice E-mail Address:** accounting@brandt.freshdesk.com

**Alternative Invoice E-mail Address:** devon.eick@brandt.us

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent\*\*:

**Billing agent Mailing address:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Billing Agent Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Billing Agent Fax:** \_\_\_\_\_ **Billing Agent E-mail Address:** \_\_\_\_\_

**Alternative Billing Agent E-mail Address:** \_\_\_\_\_

**\*\* If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☒ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

**The Brandt Companies LLC**

Company Name

Signature of Authorized Company Official

**James Marek**

Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**The Brandt Companies LLC**

Company Name

Signature of Authorized Company Official

**James Marek**

Printed Name





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## **RESIDENT / NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

n/a

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

The Brandt Companies LLC

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

James Marek

\_\_\_\_\_  
Printed Name





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## **NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

**The Brandt Companies LLC**

Company Name

Signature of Authorized Company Official

**James Marek**

Printed Name

***Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.***

## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

**The Brandt Companies LLC**

Company Name

Signature of Authorized Company Official

**James Marek**

Printed Name



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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
  - ☐ **Women Owned Business**
  - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

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**Name of Certifying Agency:**

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- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**The Brandt Companies LLC**

Company Name

**James Marek**

Printed Name

  
Signature of Authorized Company Official



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## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

**The Brandt Company LLC**

Company Name

A handwritten signature in blue ink, appearing to read "James Marek".

Signature of Authorized Company Official

**James Marek**

Printed Name

**07/13/2020**

Date



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## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

☒ **No;** Deviations

☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: n/a ARO

4. Vendor Reference/Quote Number: n/a

5. State your return policy: manufacturer's return policy applies

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

**The Brandt Companies LLC**

Company Name

  
Signature of Authorized Company Official

**James Marek**

Printed Name



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## **LOCATION / AUTHORIZED SELLER LISTINGS**

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### **The Brandt Companies LLC – Austin Branch**

Company Name

1340 Airport Commerce Drive #575

Address

Austin

Texas

78741

City

State

Zip

512-491-9100

512-491-9104

Phone Number

Fax Number

James King

Contact Person

### **The Brandt Companies - Dallas Branch**

Company Name

1728 Briercroft Court

Address

Carrollton

Texas

75006

City

State

Zip

972-395-6000

Phone Number

Fax Number

Charles Steele

Contact Person



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## **LOCATION / AUTHORIZED SELLER LISTINGS**

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### **The Brandt Companies - Ft Worth Branch**

Company Name

**1001 NE Loop 820, Ste #300**

Address

**Ft Worth**

**Texas**

**76131**

City

State

Zip

**817-626-0033**

Phone Number

Fax Number

**Charles Steele**

Contact Person

### **The Brandt Companies - Houston Branch**

Company Name

**8848 N Sam Houston Parkway W, Ste #410**

Address

**Houston**

**Texas**

**77064**

City

State

Zip

**832-714-3200**

Phone Number

Fax Number

**Trey Calvery**

Contact Person



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## **LOCATION / AUTHORIZED SELLER LISTINGS**

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

### **The Brandt Companies - San Antonio Branch**

Company Name

**6023 Corridor PArkway, Ste #100**

Address

**Schertz**

**Texas**

**78154**

City

State

Zip

**210-599-6120**

Phone Number

Fax Number

**Rod Anthony**

Contact Person

### **The Brandt Companies - Waco Branch**

Company Name

**205 Schroeder Dr**

Address

**Waco**

**Texas**

**76710**

City

State

Zip

**254-772-1693**

Phone Number

Fax Number

**Oscar Garza**

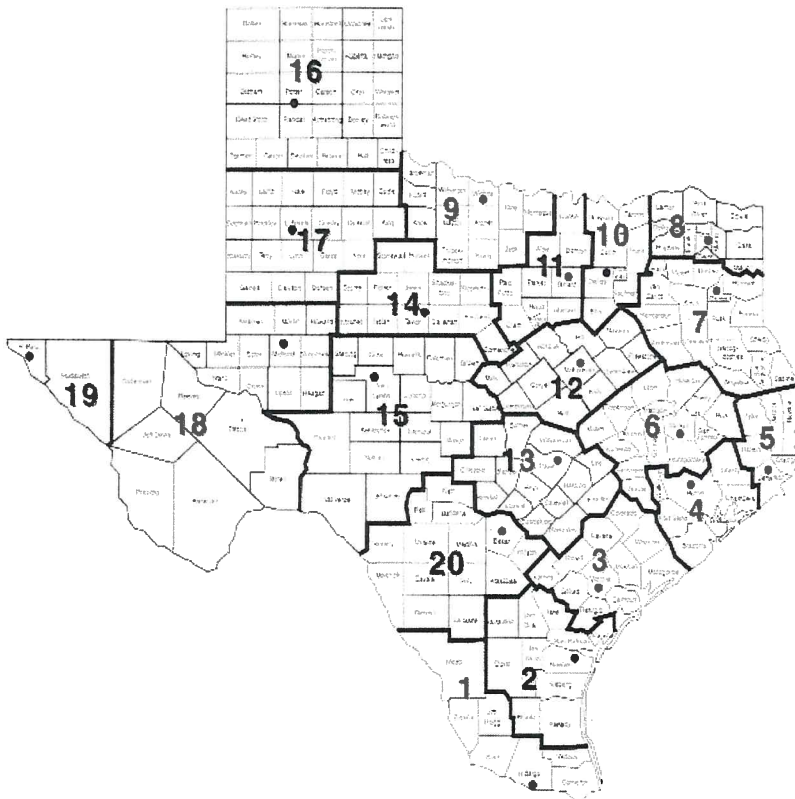
Contact Person



## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. *If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

#### Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

The Brandt Compaies LLC

Company Name

Signature of Authorized Company Official

James Marek

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A

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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

***If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.***

Please check (✓) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- |  |  |
|--|--|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska              |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada                |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire         |
| <input checked="" type="checkbox"/> Arkansas                             | <input type="checkbox"/> New Jersey            |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input checked="" type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York              |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina        |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota          |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio                  |
| <input type="checkbox"/> Florida   | <input checked="" type="checkbox"/> Oklahoma   |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon                |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania          |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island          |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina        |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota          |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee             |
| <input type="checkbox"/> Kansas  | <input checked="" type="checkbox"/> Texas      |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah                  |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont               |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia              |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington            |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia         |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin             |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming               |
| <input type="checkbox"/> Mississippi                                     |  |
| <input type="checkbox"/> Missouri  |  |
| <input type="checkbox"/> Montana   |  |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

**The Brandt Companies LLC**

Company Name

A handwritten signature in blue ink, appearing to read "James Marek", written over a horizontal line.

Signature of Authorized Company Official

**James Marek**

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

**The Brandt Companies LLC**

Name of Vendor

A handwritten signature in blue ink, appearing to read "James Marek", written over a horizontal line.

Signature of Authorized Company Official

**631-20**

Proposal Invitation Number

**James Marek**

Printed Name of Authorized Company Official

**07/13/2020**

Date



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## **FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 5,925,604.42. (The period of the 12 month period is July 2019 / June 2020). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

| PURCHASING GROUP                           | CURRENT VENDOR? (Y/N) | FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR | AWARDED COMMODITY CATEGORY(IES) |
|--|-----------------------|---|---------------------------------|
| 1. Federal General Services Administration |                       |   |                                 |
| 2. T-PASS (State of Texas)                 |                       |   |                                 |
| 3. OMNIA Partners                          |                       |   |                                 |
| 4. Sourcewell (NJPA)                       |                       |   |                                 |
| 5. E&I Cooperative                         |                       |   |                                 |
| 6. Houston-Galveston Area Council (HGAC)   |                       |   |                                 |
| 7. Choice Partners                         |                       |   |                                 |
| 8. The Interlocal Purchasing System (TIPS) |                       |   |                                 |
| 9. Other                                   |                       |   |                                 |

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** \_\_\_\_\_ **Proposed Discount (%):** \_\_\_\_\_

**Explanation:** dollar amount/dates listed in Item #1 are for our current existing Buyboard contracts





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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**The Brandt Companies LLC**

Company Name

A handwritten signature in blue ink, appearing to be "James Marek", written over a horizontal line.

Signature of Authorized Company Official

**James Marek**

Printed Name



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## **GOVERNMENTAL REFERENCES**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

| <b>Entity Name</b>            | <b>Contact</b> | <b>Phone#</b> | <b>Email Address</b>        | <b>Discount</b> | <b>Quantity/<br/>Volume</b> |
|-------------------------------|----------------|---------------|-----------------------------|-----------------|-----------------------------|
| 1. Texas State University     | CJ Hall        | 512-753-9745  | cjhall@txstate.edu          | 25%             | \$9,532,453                 |
| 2. City of Georgetown         | Trish Long     | 512-931-7714  | trish.long@georgetown.org   | 25%             | \$1,158,556                 |
| 3. Texas Workforce Commission | John Childress | 512-865-8396  | john.childress@twc.state.us | 25%             | \$3,489,156                 |
| 4. City of San Marcos         | Oscar Hairell  | 512-393-8410  | ohairell@sanmarcostx.gov    | 25%             | \$2,764,952                 |
| 5. City of San Antonio        | Pat Patton     | 210-207-3493  | pat.patton@sanantonio.gov   | 25%             | \$4,513,396                 |

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

**The Brandt Companies LLC**

Company Name

Signature of Authorized Company Official

**James Marek**

Printed Name



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## **MARKETING STRATEGY**

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.*)

Attach additional pages if necessary.

Brandt's marketing materials, website and social media sites all contain the BuyBoard logo so that our clients know that we are members of the cooperative. Our sales people are also trained to inform eligible customers about the programs available to them, like BuyBoard.

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Please see the following pages containing marketing material already in place which support BuyBoard.

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**The Brandt Companies LLC**

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Company Name

A handwritten signature in blue ink, appearing to read "James Marek", written over a horizontal line.

Signature of Authorized Company Official

**James Marek**

---

Printed Name



## BRANDT & BUYBOARD

Brandt is Texas' premier mechanical construction and maintenance service provider is available in your area. We understand the importance of maintaining your equipment in good working condition in order to assist in providing the atmosphere that is necessary for daily operations.

### WHAT WE DO

- HVAC Preventative Maintenance/Services
- Plumbing Services
- Electrical Services
- Controls Services
- Boiler Services

### HOW WE DO IT

- 4 hour response time on emergency calls
- Live dispatch 24/7
- 64 years of providing prompt & professional service
- One call for air conditioning, plumbing, electrical & equipment service or replacement

Call for a free no obligation consultation, site survey and quote on a facility maintenance plan or service repair that will fulfill your needs and meet your budget.





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## **CONFIDENTIAL/PROPRIETARY INFORMATION**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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(Attach additional sheets if needed.)



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### **B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



**NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



**YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

*(Attach additional sheets if needed.)*

### **C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

### **D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**The Brandt Companies LLC**

Company Name

Signature of Authorized Company Official

**James Marek**

Printed Name

**07/13/2020**

Date





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## **VENDOR BUSINESS NAME**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** The Brandt Companies LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

### **Type of Business:**

Individual/Sole Proprietor

\_\_\_\_\_

Corporation

\_\_\_\_\_

Limited Liability Company

  X  

Partnership

\_\_\_\_\_

Other

\_\_\_\_\_

If other, identify \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**State of Incorporation** (if applicable):   N/A  

**Federal Employer Identification Number:**   37-1652957    
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**The Brandt Companies, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**1728 Briercroft Court**

6 City, state, and ZIP code

**Carrollton, TX 75006**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

3 7 - 1 6 5 2 9 5 7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 1-2-2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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## **EDGAR VENDOR CERTIFICATION**

### **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

---

#### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

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#### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



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**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

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**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [wdol.gov](http://wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



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**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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**12. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

| Vendor Certification Item No.                                   | Vendor Certification:<br>YES, I agree or<br>NO, I do NOT agree | Initial |
|---|--|---------|
| 1. Vendor Violation or Breach of Contract Terms                 | Yes  | JM      |
| 2. Termination for Cause or Convenience                         | Yes  | JM      |
| 3. Equal Employment Opportunity                                 | Yes  | JM      |
| 4. Davis-Bacon Act  | Yes  | JM      |
| 5. Contract Work Hours and Safety Standards Act                 | Yes  | JM      |
| 6. Right to Inventions Made Under a Contract or Agreement       | Yes  | JM      |
| 7. Clean Air Act and Federal Water Pollution Control Act        | Yes  | JM      |
| 8. Debarment and Suspension                                     | Yes  | JM      |
| 9. Byrd Anti-Lobbying Amendment                                 | Yes  | JM      |
| 10. Procurement of Recovered Materials                          | Yes  | JM      |
| 11. Profit as a Separate Element of Price                       | Yes  | JM      |
| 12. General Compliance and Cooperation with Cooperative Members | Yes  | JM      |

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**The Brandt Companies LLC**

Company Name

Signature of Authorized Company Official

**James Marek**

Printed Name



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## **PROPOSAL INVITATION QUESTIONNAIRE**

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

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see attached

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2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

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see attached

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3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

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see attached

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4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

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see attached

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5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

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see attached

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6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

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see attached

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7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

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see attached

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8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

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see attached

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9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

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see attached

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10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

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see attached

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11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

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see attached

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12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

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see attached

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**By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.**

**The Brandt Companies LLC**

Company Name

A handwritten signature in blue ink, appearing to be "S. Brandt", written over a horizontal line.

Signature of Authorized Company Official

# Proposal Invitation Questionnaire

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1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

The Brandt Companies has been in business for 68 years. Former business names are as follows: Brandt Mechanical Services, Inc., M&Z Brandt Engineering of Waco, LLC, Brandt Service Company LLC, Brandt Electric LLC, M&Z Brandt Engineering Co. LLC, and Metalair Industries, LLC. The Brandt Companies is not currently for sale or involved in any transaction to expand or to become acquired by another business entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Examples of proposer's direct experience can be found at the end of this section.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Brandt enjoys a level of flexibility with our manpower because we have multiple office locations, centralized shops, and consistent training between all of our operations. We understand that schedules may adjust very quickly on projects due to weather, critical deliveries, or changes in the critical path. Our goal is to develop a mutually agreeable schedule for all of our projects by providing accurate and detailed information for our tasks. We believe our extensive pool of qualified employees is an

asset in today's world of fast-track construction projects.

Over the last three (3) years, Brandt's annual revenues have averaged greater than \$350 million; every bit of which has been sufficiently manned to provide the highest quality of work within the schedule constraints.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

Brandt can provide MEP Engineering Services related to the project procured through Buy Board to the co-operative member through a separate business contract executed by both parties with agreed terms and conditions.

We identify the best subcontractors and vendors suitable to work with on a particular project and take competitive pricing. After the pricing is received, a selection is made based upon the price, availability and willingness to work with the team on this project.

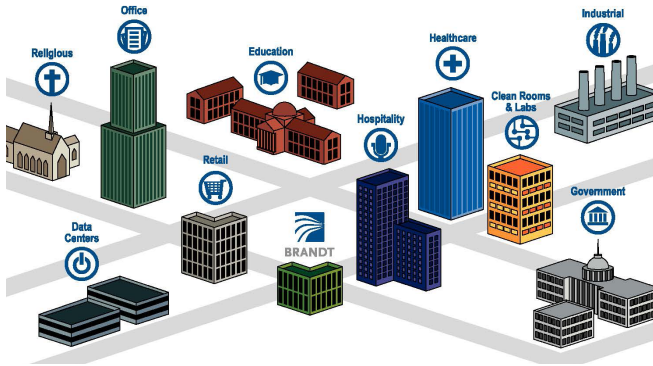
Working with the appropriate subcontractors and vendors Brandt will track all purchased equipment and supplies in order to maintain the project schedule and reduce any chances of delays resulting in additional cost to the budget.

Brandt fabricates sheet metal duct work, piping and plumbing batteries in our state-of-the-art fabrication shops thereby reducing the overall cost for the project.

The Project Management Team is responsible for working with the preconstruction group in the early phase of the project identifying long lead items, expediting the quotes and reviewing all quotes to purchase the appropriate products at the most competitive price to maintain budget.

Brandt fabricates sheet metal duct work in-house. The purchase of raw materials is accomplished by “company-look-ahead” to purchase raw materials (steel, insulation, pipe ect.) at a locked in price to reduce the chance of material escalation.

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.



Brandt has grown to become one of the Nation's largest MEP firms (THE largest in Texas) and was recognized as AGC's 2015 Specialty Contractor. Our annual revenues approach \$350 million and our bonding capacity is \$500 million.

We perform the entire mechanical and/or electrical phases of large commercial, institutional and industrial construction projects. Brandt's self-performance of various trade disciplines affords clients resultant benefits in time saved, ease of coordination and lower final cost of the systems installed. Brandt is headquartered in Carrollton, Texas, and maintains a additional regional offices in Austin, Fort Worth, Houston, San Antonio and Waco.

The majority of our work is within Texas; although, we occasionally pursue opportunities outside of the state. Mechanically, we work entirely union and electrically our operation is a merit shop.

Brandt employs approximately 2,000 people company-wide.

Sheet metal is produced in Brandt's state of the art fabrication facility in Dallas, while both the Dallas and

San Antonio operations showcase plumbing and HVAC piping prefabrication plants that are unmatched in the Southwest. Collectively, these manufacturing centers alone encompass an impressive 100,000 square feet of dedicated space.

Since our inception 64 years ago, an early and intense coordination effort has been the linchpin around which our well documented project success has turned. In this regard, Brandt's resources are substantial. We utilize the latest technology including BIM (Building Information Modeling), 3D CAD and NavisManage collision check software to model all of our projects. Technology can and does impress; however, Brandt's remarkable and somewhat unique investment in experienced, CAD trained professionals is more so.

We employ 80 full time dedicated BIM detailers and virtual designers. These professionals are experienced in all aspects of the construction work and especially proficient in mechanical and electrical trades. This not only permits us to identify and resolve conflicts early on, but also facilitates timely and efficient field installations. Brandt's strategic investments into the pre-planning arena have advanced our ability to minimize risk, maximize safety, and complete schedules faster and with minimal cost to clients.

At Brandt, we strive to exceed expectations by providing innovative value-conscious solutions to complex problems. Brandt looks beyond every day industry accepted approaches to solve problems and evaluate issues from disciplines other than exclusively mechanical and electrical. We understand that our work has to fit within the confines of Owner's budgets and General Contractor's commitments.

## But how does Brandt ensure that systems perform properly?

By design, Brandt is a collection of specialized and dedicated departments, service groups and individuals intended to bring highly skilled and trained resources. Our in-house NEBB certified Commissioning Group is managed in each major office by LEED AP, Registered

Professional Engineers, and is an integral part of all project teams from day-one.

Brandt brings major value to clients by providing the commissioning the piece early. Often, an owner's third -party commissioning authority is not brought onboard until the construction phase. The delay creates knowledge gaps that must be bridged before project specific program are finalized.

At Brandt, our dedicated PE's and staff of technicians are engaged from the day we're hired. Every submittal is reviewed for adherence to requirements by a mechanical/electrical PE in addition to project management. Pre-functional and functional inspection/testing procedures are developed that are specific for each project system. During installation and start-up, each critical component is checked against both specification requirements and manufacturers' performance and installation standards.

## Putting it all Together – today, tomorrow and beyond

To summarize, Brandt provides mechanical and electrical services to clients on virtually every type of project including but not limited to the follow: office high-rise buildings, high – end convention center hotels, complex and sophisticated hospitals and laboratory facilities, State of Texas government buildings, and massive semiconductor clean rooms. Unique challenges arise whether the project is big or small, but Brandt is successful in its execution and finished product and has earned a remarkable reputation for professionalism, quality work, and reliable performance.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

### DUN & BRADSTREET

Number: 007508120 Rating: 4A3

### ANNUAL SALES VOLUME LAST FIVE (5) YEARS:

2019: \$471,696,023  
2018: \$498,321,770  
2017: \$479,643,539  
2016: \$419,000,000  
2015: \$398,000,000

### INSURANCE INFORMATION:

Marsh USA, Inc.  
4400 Comerica Bank Tower  
1717 Main Street  
Dallas TX 75201  
214.303.8258

See coverage limits on the insurance certificate on the following page.

**STATE WHETHER THE FIRM, OR ANY OF THE FIRM'S PAST OR PRESENT OWNERS, PRINCIPAL SHAREHOLDERS OR STOCKHOLDERS, OR OFFICERS, HAVE BEEN A DEBTOR PARTY TO A BANKRUPTCY, RECEIVERSHIP, OR INSOLVENCY PROCEEDING IN THE LAST 7 YEARS, AND IDENTIFY ANY SUCH DEBTOR PARTY BY NAME AND RELATIONSHIP TO OR POSITION WITH YOUR FIRM.**

Neither Brandt nor or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceedings.

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

The Brandt Companies is not currently in default on any loan agreement or financial agreement with any bank, financial institution, or other entity.

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

None.

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

Brandt is a third-party defendant in one suit by virtue of its role as successor-in-interest to a named defendant entity acquired by Brandt in an asset purchase. Brandt has filed a related action against the principles of the predecessor/acquired company with regard to applicable indemnity and insurance. Brandt is a defendant in 2 personal injury lawsuits and a party to an arbitration and a suit involving subcontractors that Brandt replaced on jobs. Amounts in controversy do not pose a material financial impact on Brandt.

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Brandt employs an extensive Quality Control Program to ensure our clients receive the highest quality materials and workmanship. Our success is achieved through a combination of on-site quality verification, off-site source inspection, quality checklists, expediting procedures, analytical testing and mechanic training and certification. A project specific Quality Control Program is developed for your project.



Brandt commits to implement quality control procedures and direct the activities of our organization throughout the construction process. The systems we install will conform to the quality requirements specified to ensure a zero failure/deficiency commissioning process. We will provide the required quality control personnel on the project site and in our fabrication shops to complete the quality functions described in the Contract Documents, Specifications and Commissioning Plan.

Quality assurance activities performed shall be clearly separated from production activities. The staff responsible for all quality control functions and activities will have the authority to see that these tasks are performed to accomplish the desired end result and shall be directly responsible to the QA/QC Manager for their performance.

**Quality Control Objectives** - The key objectives of our quality control program are outlined below:

- Ensure that all of our work adheres strictly to the requirements of the Contract and governing agencies.
- Maintain quality control procedures to ensure that tasks performed will comply with the Contract and Commissioning Plan.
- Prevent deficiencies through pre-construction quality control coordination.
- Detect and correct deficiencies in a timely manner.
- Provide an auditable record of all tests, inspections, procedures, non-compliance and corrections, and any other pertinent data as required.

#### **Quality Control Procedures**

The following is a brief description of our quality control procedures that are used on all of our projects and will be tailored to the specific needs of this project:

#### **Document Control**

Brandt will prepare procedures to control documents and data that relate to the control of contracted work. We are responsible for ensuring that documents provided by the Owner for construction are maintained



to the most up-to-date revisions. Brandt control procedures will ensure that all necessary information is delivered to the proper locations and personnel responsible for the performance of the work. These procedures will ensure that obsolete documents are promptly removed from all points of issue or use.

### **Identification and Traceability of Equipment and Material**

Brandt will maintain the identification of material and equipment used during construction. Procedures will be developed to describe the methods of maintaining traceability.

### **Process Control**

Brandt will provide procedures to control work processes including the following:

- Welding Procedure Specifications and Procedure Qualification Records
- Insulation Inspection Procedures
- Piping Cleaning Procedure
- Flushing and Hydro-Testing Procedures
- NDE (Nondestructive Examination) Procedures
- Welder Qualification Procedures
- Duct Pressurization Tests

### **Inspection, Measuring & Testing**

Brandt will perform inspections adequate to cover all operations, including both on site and off site work.

Preparatory Inspection - A preparatory inspection will be performed prior to beginning any work on any definable segment of the work and will include:

- A review of Contract requirements
- Verification that all materials and/or equipment have been tested, submitted, and accepted.
- Verification that provisions have been made to provide required control testing.
- Examination of the work area to ascertain that all preliminary work has been completed.
- A physical examination of materials and equipment to assure that they conform to accep shop drawings or submittal data and that all necessary material and/or equipment are available.

As a part of this preparatory inspection, Brandt will review and verify that all documents, including shop drawings, submittal data, method of Quality Control, product data sheets, test reports, certification and manufacturer's instructions have been submitted and accepted by Owner. Each submittal to the Owner shall bear the date and the signature of Brandt's Site Manager (or authorized designee) indicating that a review of the submittal and certify it to be in compliance with the Contract Drawings and Specifications or showing the required changes.



**Initial Inspection** - An initial inspection will be performed as soon as a representative segment of the particular item of work has been accomplished. The initial inspection will include:

- Examination of the quality of workmanship
- Review of control testing for compliance with Contract requirements.
- Exclusion of defective or damaged materials.
- Check for omissions
- Verification of dimensional requirements

**Follow-up Inspection** - Follow-up inspections will be performed periodically as necessary to ensure continuing compliance with the Contract requirements. These follow-up inspections may also include control testing.

**Final Inspection** - A final inspection will be conducted when the work is substantially complete. Brandt shall inspect the work for quality, workmanship and completeness prior to notification that the item or segment of the work has been completed.

**Testing** - Specific testing will be performed as required and per the methods defined by the contract documents and the commissioning plan. Testing shall verify specified requirements through measurement of one or more characteristics or performance.

**Documentation** - Brandt will package and prepare all inspection and testing documentation for turnover at the completion of construction. We will develop turnover packages by system or as determined mutually agreeable by Owner and Brandt. Each system file will contain all field inspection and testing records for the components of the system.

**Control of Non-Conformances** - Brandt will ensure that all work that does not comply with the requirements and references specified in the Contract scope of work is identified and correctly resolved. All work installed or fabricated by Brandt shall be inspected (i.e., punched) and resolved prior to notifying Owner the work is ready for final acceptance inspection. We will record all punch list items (i.e., deficiencies) on a punch list record. Material or equipment that is supplied by Owner and is found by Brandt to have deficiencies is to be immediately identified to Owner for corrective action.

We will develop procedures for control and disposition of nonconforming conditions. Measures will be taken to preclude work containing uncorrected deficiencies being built upon or concealed until satisfactorily disposed of. Brandt will prepare procedures for documenting and controlling nonconforming items or services. If corrective action of the nonconforming items or services does not result in full conformance with contract requirements, the proposed final disposition will be approved by a designated Owner representative.

**Measures will be taken to perform the following:**

- Provide holding areas or methods for segregating nonconforming items to prevent unauthorized use.
- Maintain records identifying nonconforming items, the nature of nonconformance, its dispositions and evidence that the disposition has been satisfactorily completed.

**Quality Control Records**

Brandt will prepare procedures to collect, index, file, and store, maintain, and turn over to Owner the quality control records listed below:

- All records required by specifications
- Test and inspection reports
- Radiographs
- Material and equipment certificates required by specification
- Equipment maintenance/preservation records
- As-built drawings

Brandt will package and prepare all quality records for turnover. These records will be assembled by system and will contain field inspection and testing records for the components of the system.

**Training**

Brandt will prepare a procedure for identifying training needs and will provide training for the personnel performing activities affecting quality. The procedures will provide for documentation of training. In addition to other training needs identified by Brandt, prior to the start of each major item of work required by the Contract, a Preconstruction Quality Control meeting will be held with responsible field and office representatives to ensure that quality requirements are understood by those performing the Work.

**Material and Equipment Receiving, Handling, Storage, and Maintenance**

Brandt is responsible for the receipt and control of their purchased material and equipment, and material and equipment that is issued to Brandt. We may reject faulty or damaged equipment upon receipt and will promptly advise the designated Owner Representative for Owner issued material/ equipment.

Upon issue, Brandt will conduct a program for preventive maintenance of equipment, including Supplier's recommendations. The equipment protection requirements should be established by Specification.

Brandt will keep records of all maintenance performed on equipment during the construction phase of the project.



Brandt will prepare a procedure for material and equipment receiving, handling, storage, and maintenance.

#### **Other Sub Contractor/Supplier Quality Requirements**

Brandt's suppliers of services, equipment, and materials will be required to meet the same quality standards required of Brandt. All subcontractors and/or suppliers will perform surveillance of other lower tier sub-contractors and supplier's quality related operations consistent with the nature and scope of service or product provided. Brandt will provide a procedure for controlling quality of the sub-tier suppliers/subcontractors..

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

CHUBB Group of Insurance Companies  
1445 Ross Avenue, Suite 4200  
Dallas, TX 75202  
214.365.7642

#### **MAXIMUM BONDING CAPACITY:**

Brandt's bonding company has authorized single bonds in excess of \$150,000,000 with a backlog of over \$500,000,000. However, these amounts should not be considered maximum available. Brandt's excellent financial picture supports a greater limit both for single projects and total work program

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

## **Safety Program**

The statement to the left comes from the first page of the Brandt Safety Manual (electronic copy included). In practice, this means that every employee (whether field or office staff), attends a mandatory 8-hour corporate safety orientation upon being hired. We have a comprehensive substance abuse program which tests employees prior to being hired, post-incident, probable cause, and random selection. Additionally, all Project

Management and Supervision (foreman level and above) are OSHA-30 Certified, with the field forces being OSHA-10 Certified.

Once on the jobsite, employees complete daily Job Hazard Analysis sheets that are specific to the tasks that are being performed. Brandt also conducts a "5 Minutes to Power" session daily. This is a stretching based format that helps to prevent strains and pulls, while also preparing the employee mentally for the day's work. Tools and equipment are inspected daily, to ensure that they are in good repair. At a minimum of once per week, jobsite Toolbox Talks are conducted, focusing on a topic related to the work being performed.

Every month, Brandt conducts Supervisor Safety Meetings where our safety trends are evaluated, goals are set, and lessons are shared. Once per quarter, we conduct field-wide refresher training over the course of an 8-hour session.

Brandt's safety department is overseen by our South Texas Safety Director. This individual reports directly to the Senior Vice President of Employee Services and has complete authority to "do whatever it takes" to ensure that safe work practices are being performed on our jobsites. Reporting to our Safety Director, are a team of Safety Managers, responsible for jobsite inspections and supporting our supervisory teams. The frequency of the visits to jobsites will range from a minimum of once per week, to full time involvement, depending on such factors as crew size, work schedule, nature of the work being performed, and contractual requirements.

#### **TRAINING**

##### ***All Employees***

- 8-hour Safety Training for all employees
- 8-hour Safety Orientation for all new employees (Brandt Safety Booklet)
- Quarterly OSHA training for all employees
- Confined Space Training
- HazCom Training
- Bloodborne Pathogens
- Weekly Tool Box Talk on Each Job with Everyone on the Job

- Daily Tool Box Talk at start of each shift
- Daily Task Hazard Analysis on every job site – each shift

#### **Supervisors**

- Monthly Supervisors Meeting
- 30 Hour OSHA training for Supervisors (all Superintendents and Project Mgrs.)
- CPR/First Aid training every other year
- OSHA Record keeping training for all Superintendents and Safety Committee Members

#### **Specialized**

- Operator training for all backhoes, forklifts, rough terrain forklifts, scissor lifts, boom lifts, powder actuated tools and laser users
- Competent person trenching training for all backhoe operators and underground supervisors

#### **SAFETY COMMITTEE**

- Monthly Safety Committee Meetings

#### **5 MINUTES TO POWER**

- Daily stretch and flex routine

#### **INCENTIVE PROGRAM**

- Instant Recognition Program
- Gift Cards given for observed good behavior

#### **ACCIDENT INVESTIGATION**

- All accidents and incidents investigated by Safety Committee within 24 Hours

#### **Return - to - Work Program**

- Designated Clinic for injured workers
- Modified Duty Program to get injured workers back to work

#### **PRE-EMPLOYMENT AND POST ACCIDENT DRUG TESTING**

#### **SAFETY CITATION PROGRAM**

#### **PRESCRIPTION EYEGLASS PROGRAM**

#### **DEFENSIVE DRIVER TRAINING (as applicable)**

**(BRANDT SAFETY MANUAL is available upon request)**

## **CORPORATE POLICY STATEMENT**

The management of Brandt is vitally interested in the safety and health of all company employees. It is therefore the policy of the corporation to provide and maintain safe and healthful working conditions, to follow operating practices that will safeguard all employees and persons who enter our properties, and to comply with all safety standards and regulations. The Safety and Health Program is vigorously enforced to prevent the occurrence of injuries and illnesses, and to avoid the suffering and economic loss associated with accidents.

Accident prevention and efficient work methods go hand in hand. All levels of management have a primary responsibility for the safety and well-being of all employees within their scope of authority. This responsibility can be met only by working continuously to promote safe work practices among all employees and to maintain property and equipment in a safe operating condition. Safe practices on the part of the employee must be part of all operations. No job shall be considered completed unless the worker has followed every safety rule or procedure to protect themselves and fellow workers. The ideal completion and safety must be inseparable.

| YEAR | RECORDABLE<br>CASE INCIDENT<br>RATE (TCIR/RIR) | DAYS AWAY<br>RESTRICTED OR<br>TRANSFER (DART) | MANHOURS<br>WORKED | EMR |
|------|--|---|--------------------|-----|
| 2019 | .83  | .70   | 4,661,745          | .53 |
| 2018 | 1.09   | .57   | 5,227,921          | .65 |
| 2017 | 1.68   | .68   | 4,464,059          | .67 |
| 2016 | 1.45   | 1.00  | 4,012,569          | .73 |
| 2015 | 1.56   | 1.35  | 3,714,118          | .59 |

# Proposer's Direct Experience

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## TEXAS STATE UNIVERSITY

601 University Avenue  
San Marcos, TX 78666

- Texas State University – Education Building- Steam Heat Exchanger Replacement - \$80K  
Carlton Hall  
(512) 753-9745  
cjhall@txstate.edu
- Texas State University – Domestic Water Line Repair – Moore Street - \$120K  
Brian McKay  
(512) 245-7299  
bmckay@txstate.edu
- Texas State University – Arnold Hall Complex Sanitary Sewer Main Replacement - \$315K  
Carlton Hall  
(512) 753-9745  
cjhall@txstate.edu

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## TEXAS MUNICIPAL LEAGUE

1821 Rutherford Lane  
Austin, TX 78753

- Replace air-cooled chillers, CHW pumps & install VFD'S - \$495K  
Tom Pannkuk  
(512) 517-1210  
tom.pannkuk@tmliebp.org

## CITY OF SAN MARCOS

630 East Hopkins  
San Marcos, TX 78666

- CoSM Police Department – Evidence Vault HVAC Upgrades – Provide turn-key solution and installation of Munters dehumidification system. \$200K  
Oscar Hairell  
(512) 393-8410  
ohairell@sanmarcostx.gov

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## THE UNIVERSITY OF TEXAS AT AUSTIN

204 E Dean Keeton St.  
Austin, TX. 78705

We provided services to repair, refurbish, and perform test and balance services per RFP provided.

- JGB, building #0950, Fumehood Repairs & Monitoring - \$72K
- ETC, Building #0230, Fumehood Repairs & Monitoring - \$93K
- PHR, Pharmacy Building Laboratory, Fumehood Repairs & Monitoring - \$85K
- WEL, Laboratory Fume Hood Repair, Fumehood Repairs & Monitoring - \$92K

Randal Hooper  
(512) 699-8126  
randall.hooper@austin.utexas.edu



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Proposal Specifications** *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.), Manufacturer Authorization Letters and License*
- ☒ Completed: **Required Forms Checklist**



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## **PROPOSAL SPECIFICATION SUMMARY**

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

### **Section I: Equipment, Products, and Supplies**

1. Discount (%) off catalog/pricelist for **HVAC Equipment** (all types - rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and related items).
2. Discount (%) off catalog/pricelist for **HVAC Controls, Software and Monitoring Systems** (all types).
3. Discount (%) off catalog/pricelist for **HVAC Air Handling Products** (all types - coils, fans, and related items).
4. Discount (%) off catalog/pricelist for **HVAC Supplies** (all types).
5. Discount (%) off catalog/pricelist for **HVAC Filters** (all types).
6. Discount (%) off catalog/pricelist for **HVAC Indoor Air Quality Products** (all types).
7. Discount (%) off catalog/pricelist for **HVAC Repair Parts** (all types).
8. Discount (%) off catalog/pricelist for **HVAC Refrigerants** (all types).
9. Discount (%) off catalog/pricelist for **HVAC Refrigerant Recovery Equipment** (all types).
10. Discount (%) off catalog/pricelist for **UVC Emitters/Lamps** (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff).
11. Discount (%) off catalog/pricelist for **Insulation Products for HVAC Equipment**.
12. Discount (%) off catalog/pricelist for **HVAC Maintenance Agreements**.

### **Section II: Installation and Repair Service**

13. **Hourly Labor Rate for Installation of HVAC Filter Change Out Service** (including labor, filters and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.
14. **Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products**, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
15. **Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products**, not to exceed non-standard hourly labor rate for Installation of HVAC Equipment and Products.
16. **Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products** - RSMeans Cost Data from the Total INCL O&P column (most current edition).
17. **Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products** - RSMeans Cost Data from the Total INCL O&P column (most current edition).

**STATE OF TEXAS**

**JAMES MAREK**

AIR CONDITIONING &  
REFRIGERATION CONTRACTOR  
THE BRANDT COMPANIES LLC



LIC.# TACLA30430C  
EXPIRES 05/28/2021

**TEXAS DEPARTMENT OF LICENSING AND REGULATION**