



Proposal

Remit to: 5001 Rondo Drive, Suite 100 Fort Worth, Texas 76106 p. 817-624-6611 / f. 817-524-6612 www.Quantumna.com TACLA019852C

Proposal Date:	<u>September 10, 2021</u>	Proposal #:	<u>Q091021JH165</u>
Customer:	UNTHSC 3500 Camp Bowie Blvd. Fort Worth TX. 76107	Site:	Same

We are pleased to offer this proposal to provide the following:

Equipment Repair	Equipment Replacement	X
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Per your request, we are pleased to submit for your consideration our proposal for the following referenced repairs or replacement. We propose to furnish labor and materials to complete the following scope.

SCOPE OF WORK:
EAD chiller controller upgrade: Tips# 210205

Your total material and labor cost is:

Sales Price:	\$ 16,595.81
Texas Sales Tax:	
Total:	<u>\$ 16,595.81</u>

If this proposal is acceptable, please sign below and return by Mail, email or facsimile with a purchase order, if needed. A signed acceptance must be received prior to our commencing work. Our terms are net ten days from the invoice date, and past due after thirty days. **This proposal is based on manufacturing cost at date of proposal.**

Best Regards,
James Hellard

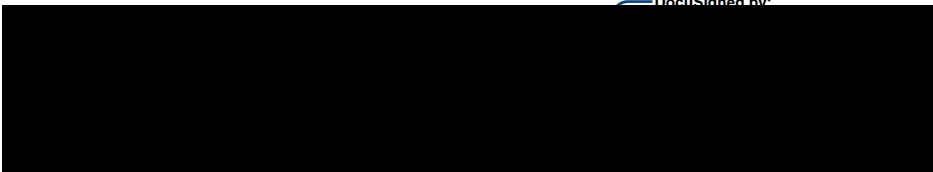
SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM
FOR ADDITIONAL TERMS AND CONDITIONS

817-624-6611
817-624-6612 fax

CUSTOMER PROPOSAL ACCEPTANCE

QUANTUM AGREEMENT AUTHORIZATION

Accepted _____
Name: _____
Title: _____
Company _____



Date: 9/17/2021 Date: 9/17/2021

This contract is not valid without attachment and signature of customer on Service Descriptions page and Terms and Conditions page.



DETAILED

SCOPE

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Repair Work

Repair work proposals are for the scope as listed on the previous page. All repair work carries a 30 - day labor warranty and the warranty provided by the manufacture on any parts provided.

Equipment Replacement

Equipment replacement proposals are for the scope of work as listed on the previous page. All equipment replacement projects carry a one-year parts and labor warranty unless specified otherwise.

Description of Service:

- ◆ Lockout tagout chiller
- ◆ Disconnect controller and power supply
- ◆ Install new PC-MON12-G5S controller with power supply
- ◆ Remove lockout tagout and restore power
- ◆ Program controller via laptop
- ◆ Verify proper operation of chiller
- ◆ Clean work area
- ◆

Accepted by

 _____



EXCLUSIONS

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Proposal Date: September 10, 2021

Proposal #: Q091021JH165

Repair Work

Equipment Replacement X

List of Exclusions:

- ◆ Any electrical
- ◆ Any repairs not listed in this proposal
- ◆

Accepted by

A solid black rectangular box redacting the signature of the person who accepted the proposal. A horizontal line extends to the right from the bottom right corner of the box.



TERMS & CONDITIONS FOR REPAIRS

5001 Rondo Drive Suite 100 Fort Worth, Texas 76106 817-624-6611 phone 817-624-6612 fax www.quantumna.com TACLA 019852C

This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay Quantum all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Quantum by the tenth day of the month following billing, such payment shall be considered past due. If default is made in the payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to Quantum all costs of collection, including reasonable attorney's fee. Quantum shall have the right to cancel this Agreement at any time, upon five (5) days written notice, if payments as called for herein are not made.

3. Customer waives any and every claim which arises in its favor and against Quantum during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of Quantum or failure of Quantum to comply with the terms of this agreement. .

4. It is agreed that Quantum shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of Quantum, and customer agrees to indemnify Quantum and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. Quantum shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond Quantum's control. Quantum agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of Quantum.

The entire liability of Quantum and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the total fee of the proposal.

5. This contract constitutes the entire proposal and is not assignable by either party. This proposal may be modified or amended only by written agreement of both parties.

6. Quantum shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. Quantum makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

8. Customer agrees to indemnify, defend, and hold harmless, Quantum, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.

9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. Quantum will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.

10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.

11. If Quantum encounters asbestos or polychlorinated biphenyl (PCB) on the site, Quantum will stop work and report the evidence of such to the customer. Quantum will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.

12. Quantum shall comply with it's affirmative action, environmental and safety policies as mandated by the government.

13. In the event of cancellation, Quantum reserves the right to invoice and be paid for work performed thru cancellation date.

Proposal # : Q091021JH165

Accepted by 

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

State Law Verifications. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

VENDOR

By: _____
Na _____
Titl _____
Date: 9/17/2021

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**

By: _____
Na _____
Titl _____
Date: 9/17/2021

HSC Contract # 2022-0053