



McMillan James Equipment Co.
P. O. Box 2416
Grapevine, TX 76051
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QUOTATION

To: UNTHSC

Project: UNTHSC Aircurity Renewal

Location: Fort Worth, TX

Bid Date: 08/06/2021

Plan Date: _____ **Addendum:** _____

Project: _____

Plan #: _____

Engineer: _____

Proposal: _____ **Revision:** _____

As a certified Aircurity representative, I am pleased to present you with this proposal to renew the Annual OptiNet™ Assurance Services. Renewal of these services will, for the stated term, ensure:

- Sensor replacement for all sensor suites, every 6 months. – Refurbished, recalibrated sensors are installed in the sensor suite. The existing sensors are returned to the factory for recalibration. This includes a TVOC type 1 & 2 sensor and particulate sensor in each sensor suite as well as CO2 when applicable (See pricing details for each sensor location)
- Continued On-Site Semi-Annual System Diagnostics
 - On-Site ‘Bubble Tight’ system confirmation – Vacuum test performed every 6 months as part of the sensor replacement service. This ensures leaks are detected and remedied as they appear
 - Remote data transfer verification
 - Integration communication verification
- Continued remote diagnostic services – the system is constantly checked for variances in order to ensure continued system integrity. The Aircurity Knowledge Center will report variances and exceptions to the facility staff
- Constant trending and data-logging – The Aircurity Knowledge Center will monitor and maintain data records of TVOC and Particulate levels (and CO2 where applicable) from system start up to the termination of the Assurance Service plan. The customer will be provided with a username to log-in and pull data from any time period. This will allow the customer to keep records of air cleanliness in any sensed area. Graphs of the data can be exported at any time in order to show the data points in an easy-to-read format for reporting purposes.
- Vacuum pump warranty included
- Includes all labor to install the sensors every 6 months.

Item IREB: Performance Contract which includes the following sensors:

- (1) TVOC Control – Types 1 & 2
- (1) TVOC Control – Types 1 & 3
- (1) Particulate – Type 1
- (1) Particulate – Type 2
- (2) DPT – Type 2
- (2) SST's

Total 1-Year Term Price (Due 9/01/2021, Expires 08/31/2022) _____ **\$ 11,984.29**

Total 3-Year Term Price (Due 9/01/2021, Expires 08/31/2024) _____ **\$ 36,615.71**

Total 5-Year Term Price (Due 9/1/2021, Expires 08/31/2026) _____ **\$ 60,608.57**

Item RES: Performance Contract which includes the following sensors:

- (3) TVOC Control – Types 1 & 2
- (3) Particulate – Type 1
- (3) CO2
- (3) SST's

Total 1-Year Term Price (Due 9/01/2021, Expires 08/31/2022) _____ **\$ 12,904.17**

Total 3-Year Term Price (Due 9/01/2021, Expires 08/31/2024) _____ **\$ 39,456.63**

Total 5-Year Term Price (Due 9/1/2021, Expires 08/31/2026) _____ **\$ 65,292.44**

Item EAD: Performance Contract which includes the following sensors:

- (4) TVOC Control – Types 1 & 2
- (4) Particulate – Type 1
- (4) SST's

Total 1-Year Term Price (Due 9/01/2021, Expires 08/31/2022) _____ \$ 20,901.20

Total 3-Year Term Price (Due 9/01/2021, Expires 08/31/2024) _____ \$ 64,152.04

Total 5-Year Term Price (Due 9/1/2021, Expires 08/31/2026) _____ \$ 106,008.06

Item CBH: Performance Contract which includes the following sensors:

- (1) TVOC Control – Types 1 & 2
- (1) Particulate – Type 1
- (1) SST's

Total 1-Year Term Price (Due 9/01/2021, Expires 08/31/2022) _____ \$ 8,905.64

Total 3-Year Term Price (Due 9/01/2021, Expires 08/31/2024) _____ \$ 27,108.81

Total 5-Year Term Price (Due 9/1/2021, Expires 08/31/2026) _____ \$ 44,934.56

Item CBH 1st Floor Pharm: Performance Contract which includes the following sensors:

- (1) TVOC Control – Types 1 & 2
- (1) Particulate – Type 1
- (1) CO2
- (1) SST's

Total 1-Year Term Price (Due 9/01/2021, Expires 08/31/2022) _____ \$ 9,677.07

Total 3-Year Term Price (Due 9/01/2021, Expires 08/31/2024) _____ \$ 29,491.04

Total 5-Year Term Price (Due 9/1/2021, Expires 08/31/2026) _____ \$ 48,862.16

Item Full Campus: Performance Contract which includes the following sensors:

- (10) TVOC Control – Types 1 & 2
- (1) TVOC Control – Types 1 & 3
- (10) Particulate – Type 1
- (1) Particulate – Type 2
- (2) DPT – Type 2
- (4) CO2
- (11) SST's

Total 1-Year Term Price (Due 9/01/2021, Expires 08/31/2022) _____ \$ 63,372.37

Total 3-Year Term Price (Due 9/01/2021, Expires 08/31/2024) _____ \$ 196,824.23

Total 5-Year Term Price (Due 9/1/2021, Expires 08/31/2026) _____ \$ 325,705.79

Thank you for considering MJEC for the above referenced project. This proposal is valid for 60 days.

Regards,



Terms and Conditions of Sale

Acceptance and Prices -- This proposal is subject to acceptance within thirty days from date, and the prices are subject to change without notice prior to acceptance by Buyer. Following acceptance by Buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of order receipt to those effective on date of shipment unless prices are stated to be firm on the face of this proposal and the conditions of the firm price proposal for release for immediate production and shipment are met. Any delay in shipment caused by Buyer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay. In no event will prices be decreased.

Acceptance of orders for MCMILLAN JAMES EQUIPMENT COMPANY (the "Company") shall be made by the Company or by manufacturers the Company represents.

Performance -- The Company shall be obligated to furnish only the goods described in the Company submittal data (if such data is issued in connection with this order) and as described on the reverse side hereof.

The duty to perform under any order on the part of the Company and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government (through the use of priorities or preference or in any other manner) that the Company diverts either the material or the furnished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of the Company. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, the Company may delay performance or, as its option, re-negotiate prices and terms and conditions of sale with the Buyer. If the Company elects to renegotiate and the Company and the Buyer are unable to agree on revised prices or terms, the order shall be canceled without any liability.

Taxes -- To the prices and terms quoted add any manufacturer's gross receipts, sales, or use tax, either Federal, State, or Local payable on the transaction under any applicable statute.

Warranty and Liability -- The Manufacturer (or Manufacturers) warrants for a period of 12 months from date of shipment, that the Company products covered by this order (1) are free from defects in materials and workmanship and (2) have the capacities and ratings set forth in the Company's catalogs and bulletins: provided, that no warranty are limited to furnishing f.o.b. factory or warehouse at Company designated shipping point, freight allowed to Buyer's city (or port of export for shipments outside the conterminous United States) replacement equipment (or at the option of the Company parts therefore) for all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant.

No liability whatever shall attach to the Company until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective. The Company will consider backcharges only if they are approved by the Company before any work relating to them commences. Backcharges will not be considered without prior approval.

The Company makes certain further warranty protection available on an optional extra-cost basis. Any further warranty must be in writing, signed by an officer of the Company.

This warranty and liability set forth herein are in lieu of all other warranties and liabilities, whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchantability and fitness for particular use. In no event shall the Company be liable for any incidental or consequential damages.

Shipment Dates -- Shipment dates are estimated only. No contract will be made to ship in a specified time unless in writing, signed by an officer of the Company. Shipments shall be f.o.b. factory or warehouse at named shipping point with title passing to the Buyer upon delivery to the carrier by the Company.

Returns -- Goods must not be returned except by permission of the Company, and when so returned will be subject to discount.

Cancellation -- If, following acceptance of this proposal by the Buyer, all or any portion of this order is canceled by the Buyer without default on the part of the Company or without the Company's written consent, the Buyer shall be liable to the Company for cancellation charges including, but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached by the Buyer.

Payment -- Payment terms for goods shipped there under will be Net 30 days unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. The Company will in no case accept retention of funds by the Buyer, whether it is being held "pending owners acceptance" or for any other reason. The Company reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2% of the principal amount due at the end of each month, or the maximum allowed legal interest rate, if a lesser amount. In the event of a lawsuit, 33 1/3% of the invoice amount will be added to the invoice for all legal expenses incurred.

Acceptance of Proposal: The above prices and Specifications are satisfactory and hereby accepted. Payment will be made as outlined above.

X Print Name

X Signature:

Date:

[Redacted Signature]

11/9/2021