

**CONTRACT**

**RFP #15-JLP-023**

THIS AGREEMENT, made this 29<sup>th</sup> day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

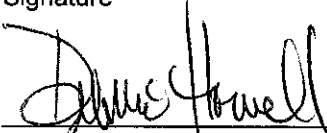
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

**Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.**

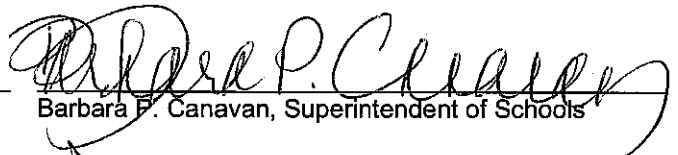
Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature

  
Board of Education of Harford County  
Witness

Board of Education of Harford County

  
Barbara P. Canavan, Superintendent of Schools

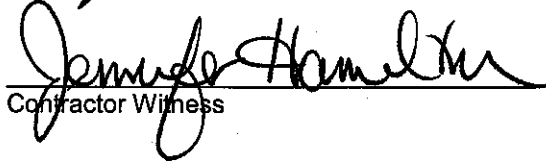
  
~~Board of Education of Harford County~~ Board President

Signature

  
Authorized Contractor Signature

Trane  
Company Name

800 Beatty St.  
Address

  
Contractor Witness

DAVIDSON, N.C. 28036  
Address

**Section 5 – Harford County Schools Purchase Agreement**

**MASTER PURCHASE AGREEMENT:**

**By and Between:**

**HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND  
102 S. Hickory Ave.  
Bel Air, MD 21014  
and**

TRAWE, U.S.

THIS MASTER PURCHASE AGREEMENT made and entered into this 27<sup>th</sup> day of September, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as “School District”, “HCPS” or “District”), and TRAWE, U.S., a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as “Supplier”)

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

**WITNESSETH:**

**WHEREAS**, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

**WHEREAS**, HCPS desires to engage Supplier to perform said services; and

**WHEREAS**, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

**NOW, THEREFORE**, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

- A. Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

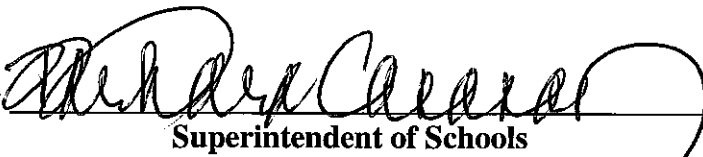
- B. Purchase Order.** Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.
- C. Term.** The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- D. Compensation.** HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:
- a. The price proposal set forth in the final RFP response and all related Amendments
- E. Invoicing.** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- F. Insurance.** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- G. Termination of Contract.** This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.
- H. Notification.** Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing  
Harford County Public Schools  
102 S. Hickory Avenue  
Bel Air, MD 21014

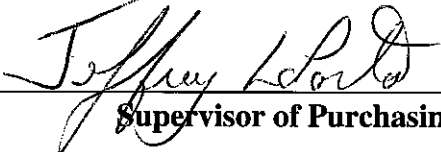
The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

- I. Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
  
- J. Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.
  
- K. Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.
  
- L. Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies (“Participating Public Agencies”) that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

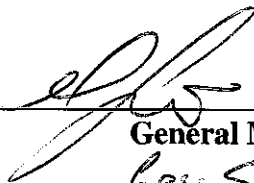
**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS  
AGREEMENT IN THE YEAR AND DAY AS NOTED:  
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND**

by  9/22/16  
Superintendent of Schools Date

by  9/21/16  
Board of Education President Date

by  9/27/16  
Supervisor of Purchasing Date

**SUPPLIER:**

by  8-13-15  
General Manager Date  
Gina Spencer