

# VENDOR CONTRACT

Between Bruce-Rogers Company and  
(List Vendor or Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For Comprehensive HVAC Solutions and Services # 01-032615

### General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Terms and Conditions

#### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

#### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

#### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

## Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

## Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

## Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

## Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

## Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

## Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

## Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

## **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

## **Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

## **Member Purchasing Procedures**

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #01-032615 on PO.
- Email PO as a PDF attachment to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com)
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

## **Form of Contract**

The form of contract for this solicitation shall be the sealed Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of the TIPS contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

## **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this

contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

### **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The member having approved and signed an Interlocal agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation

and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders **must be emailed** to **tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.



# Vendor Profile

## 1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that their firm is a HUB and/or D/M/WBE

Yes  No

(Vendor must fill out MWBE form: [http://www.tips-usa.com/assets/documents/docs/MWBE\\_form.pdf](http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf))

And include the form in Section 7 (Certificates)

## 1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder.

Yes  No

Vendor's principal place of business is in the city of FORT SMITH/CONWAY State of ARKANSAS

## 1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

## 1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing.

Yes  No

If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS participation fee.

Yes  No

1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee.

Yes  No

1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work?

Yes  No

## 1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 10 working days.

1.5.2. Which description best describes your company's position in the distribution channel?

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other \_\_\_\_\_

1.5.3. Company experience in this category. 92 Years

The Vendor can provide services and/or products to all 50 US States?

Yes  No

If answer is no, please list which states can be served ARKANSAS, OKLAHOMA, MISSOURI, KANSAS

1.5.4. Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal:

[http://www.tips-usa.com/assets/documents/docs/Federal\\_Funds\\_over\\_\\$100K\\_non-construction.pdf](http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_$100K_non-construction.pdf)

[http://www.tips-usa.com/assets/documents/docs/Suspension\\_or\\_Debarment\\_Certificate.pdf](http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf)

**Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.**

6  Month(s); or  Year(s); or  Term of Contract

RFP- Comprehensive HVAC Solutions and Services – Due February 12, 2015 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

**Company and/or Product Description:** (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

SEE ATTACHED HVAC EQUIPMENT PRICE AND DESCRIPTION SHEET. THANK YOU. (TAB # 4)

AS REQUESTED:

3 REFERENCES OF TIPS ELIGIBLE ACCOUNTS:

CONWAY, ARKANSAS PUBLIC SCHOOLS, BRUCE HARRELL, 501-733-5180

CITY OF LITTLE ROCK ARKANSAS, JESSIE TRIGLETH, 501-918-3664

JESSIEVILLE, ARKANSAS SCHOOLS, TRENT SPEERS 501-209-9356

ALSO: (SEE TAB # 5) THANK YOU

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal. N/A

Dealer Name \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact \_\_\_\_\_ Email \_\_\_\_\_

Dealer Name \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact \_\_\_\_\_ Email \_\_\_\_\_

Dealer Name \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact \_\_\_\_\_ Email \_\_\_\_\_

Dealer Name \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact \_\_\_\_\_ Email \_\_\_\_\_

**ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS**

RFP- Comprehensive HVAC Solutions and Services – Due February 12, 2015 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

**CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.**

**Primary Contact:**

Name: Russ Pruitt  
Title: AREA MANAGER  
Email: RPRUITT@BRCCO.COM  
Phone: 501-548-3535  
Fax: 501-548-3575  
Mobile: 501-697-8292

**Secondary Contact:**

Name: MIKE ICHNIOWSKI  
Title: SALES/MARKETING DIR.  
Email: MICHNIOWSKI@BRCCO.COM  
Phone: 479-782-7901  
Fax: 479-785-3857  
Mobile: 479-226-2020

**Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:**

Contact person: Russ Pruitt - Conway Branch  
Email: RPRUITT@BRCCO.COM  
Telephone: 501-548-3535

**WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. Words to be included in the Search Engine for my Company (Limit 500 words):**

HVAC EQUIPMENT. HEATING AND COOLING.  
RHEEM HVAC EQUIPMENT.

# CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.  
Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

**Company name** Bruce-Rogers Co.  
**Mailing Address** 820 9TH AVE.  
**City/State/Zip** CONWAY, ARKANSAS, 72032  
**Telephone No.** 501-548-3535  
**Fax No.** 501-548-3575  
**E-mail address** RPRUITT@BRCCO.COM  
**Authorized signature** Mike Ichniowski  
**Printed name** MIKE ICHNIOWSKI  
**Position with company** SALES MANAGER

**Purchase Order Contact Person** Russ Pruitt  
**(This person is responsible for receiving Purchase Orders from TIPS)**  
**Name:** Russ Pruitt  
**Email:** RPRUITT@BRCCO.COM  
**Phone:** 501-548-3535

**Company Website** BRUCE-ROGERS COMPANY.COM

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McMatt  
TIPS Authorized Signature  
David Wayne Fitts  
Approved by Region VIII ESC

3-26-2015  
Date  
3-26-2015  
Date

Three references for Bruce-Rogers Co. of TIPS eligible Accounts:

1. Conway Arkansas Public Schools Bruce Harrell 501-733-5180
2. City of Little Rock Arkansas Jessie Triglith 501-918-3664
3. Jessierville Arkansas Schools Trent Speers 501-209-9365

BRUCE-ROGERS CO.

Authorized Rheem HVAC Equipment Distributor for multiple counties in Arkansas, Oklahoma, Missouri, and Kansas. Rheem Distributor # is 6319201

# Limited Warranty — Parts

**SCOPE of WARRANTY and EQUIPMENT COVERED:** The products covered by this Limited Warranty or specified on the reverse side ("Covered Equipment"). RHEEM SALES COMPANY, INC. (Manufacturer of Rheem, Ruud and WeatherKing products) warrants the Covered Equipment to be free from defects in materials and workmanship, and will repair or replace, at its option, ANY PART of Covered Equipment installed in residential\* (not commercial) applications which fails in normal use and service within the Applicable Warranty Periods specified on the reverse side in accordance with the terms, including, but not limited to, the specific exclusions set forth below, of this Limited Warranty and subject to the Manufacturer's right to inspect and validate the warranty claim as set forth below. If an exact replacement is not available, an equivalent unit or credit will be provided. The replacement will be warranted for only the unexpired portion of the original Applicable Warranty Period. The Manufacturer does not authorize or warranty any online/internet sale of equipment through auction websites or any other method of online sales direct to the consumer.

**EFFECTIVE DATE and APPLICABLE WARRANTY PERIODS:** The Effective Date of warranty coverage is the date of manufacture plus six (6) months. The Applicable Warranty Periods for the Manufacturer's various models and parts are specified on the reverse side.

**EXCLUSIONS – In addition to the specific exclusions set forth in the other sections of this Limited Warranty document, THIS Limited Warranty WILL NOT APPLY TO:**

- a) damages, malfunctions, or failures resulting from failure to properly install, operate or maintain Covered Equipment in accordance with the Manufacturer's instructions;
- b) damages, malfunctions, or failures caused by misuse, accident, contaminated or corrosive atmosphere, vandalism, freight damage, fire, flood, freeze, lightning, acts of war, acts of God and the like;
- c) damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source;
- d) parts installed with Covered Equipment or used in connection with normal maintenance, such as cleaning or replacing air filters, refrigerant, thermostats, tubing, or concrete pads;
- e) Covered Equipment which is not installed in the United States or Canada;
- f) Covered Equipment which is not installed by a qualified, trained HVAC professional in accordance with applicable codes, ordinances and good trade practices; or
- g) damages, malfunctions, or failures caused by the use of any attachment, accessory or component not authorized by the Manufacturer;
- h) Covered Equipment moved from the original installation location;
- i) Covered Equipment when operated with system components (indoor unit, outdoor unit, coil and refrigerant control devices) or accessories which do not match or meet the specifications recommended by the Manufacturer;
- j) any Covered Equipment manufactured by the Manufacturer that has been sold to the consumer via the internet or auction website, and has not been installed by a trained, qualified HVAC professional.

**SHIPPING COSTS:** This Limited Warranty does **NOT** cover shipping costs. You are responsible for the cost of shipping warranty replacement parts from our factory to the Manufacturer's distributor and from the distributor to the location of your Covered Equipment. You also are responsible for the cost of shipping failed parts to the distributor and for incidental costs incurred locally, including handling charges. (If in Alaska, Hawaii or Canada, you also must pay the shipping costs of returning the failed part to the port of entry into the continental United States.)

**LABOR COSTS:** This Limited Warranty does **NOT** cover any labor costs or expenses for service, **NOR** for removing or reinstalling parts. You are responsible for all labor costs or expenses, unless a labor service agreement exists between you and your contractor.

**HOW TO OBTAIN WARRANTY CLAIMS ASSISTANCE:** You must promptly report any failure covered by this Limited Warranty to the installing contractor or distributor. Normally, the installing contractor from whom the Covered Equipment was purchased will be able to take the necessary corrective action by obtaining through the Manufacturer's heating or air conditioning distributor any replacement parts. If the contractor is not available, simply contact any other local contractor handling the Manufacturer's heating or air conditioning products. The name and location of a local contractor can usually be found in your telephone directory or by contacting the Manufacturer's heating or air conditioning distributor. If necessary, the following Manufacturer's office can advise you of the nearest Manufacturer's distributor.

P.O. Box 17010  
5600 Old Greenwood Road  
Fort Smith, Arkansas 72917-7010  
479-646-4311

**(FOR CALIFORNIA ONLY)**  
14300 Alondra Boulevard  
LaMirada, California 90638  
866-251-4090

**HOWEVER, ANY PART REPLACEMENTS ARE MADE SUBJECT TO VALIDATION BY THE MANUFACTURER OF IN-WARRANTY COVERAGE.** Any part to be replaced must be made available in exchange for the replacement.

**EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY:** This Limited Warranty is the **ONLY** warranty given by the Manufacturer. No one is authorized to make any warranties on behalf of the Manufacturer. **ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THIS LIMITED WARRANTY. THE MANUFACTURER'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURE SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED.** Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

The Manufacturer suggests that you immediately complete the information on the reverse side of this Limited Warranty and retain this Limited Warranty Certificate in the event warranty service is needed and that you keep proper documentation.

**KEEP THIS WARRANTY FOR YOUR RECORDS – DO NOT MAIL!**

## APPLICABLE WARRANTY PERIODS:

A **Ten (10) Year Limited Warranty** applies to the following Manufacturer's single phase heating and cooling models and component parts installed in residential\* (not commercial) applications, except for certain models, heat exchangers, compressors, installation locations and non-matching coils whose applicable Warranty Periods are listed below under "EXCEPTIONS":

Electric Furnaces/Air Handlers: RBHM, RBHN, RHPL, RHPN

A **Five (5) year Limited Warranty** applies to the following Manufacturer's single-phase heating and cooling models and component parts installed in residential\* (not commercial) applications except for certain models, heat exchangers, compressors, installation locations and non-matching coils whose applicable Warranty Periods are listed below under "Exceptions").

**Condensing Units:** -AKB (3-Phase Models Only), -AND, -ANL, -APL, -APM, 13AJA, 13AJL, 14AJL, 14AJM

**Heat Pump Units:** -PNE, -PNL, -PQL, 13PJA, -PPL, 13PJL, 14PJL, 14PJM

**Gas Furnaces:** -GLN, -GLQ, -GPN, -GPQ, -GRA, -GRB, -GRK, -GRL, -GTA, -GTK, 80LS, 80PS, 90RS, 90RT, 90TS

**Oil Furnaces:** -OBF, -OPF, 80BF, 80PF

**Electric Furnaces/Air Handlers:** RBHP, RHKA, RHKL, RHLA, RHLL, RHSA, RHSL, \*AHA

### EXCEPTIONS

#### COMPRESSORS:

**FIVE (5) YEARS:** The Applicable Warranty Period is FIVE (5) YEARS after the Effective Date for compressors in all three-phase products, and all single-phase products installed in commercial applications.

**TEN (10) YEARS:** The Applicable Warranty Period is TEN (10) YEARS after the Effective Date only for Model: -AND-JAZ, -ANL-JAZ, -APL-JAZ, -APM-JAZ, -PNE-JAZ, -PNL-JAZ, -PPL-JAZ, -PQL-JAZ.

**TEN (10) YEAR CONDITIONAL COMPRESSOR LIMITED WARRANTY:** In addition to the Five (5) Year Limited Warranty, a Conditional Compressor Limited Warranty of Ten (10) Years after the Effective Date applies to 13AJL, 13PJL, 14AJL, 14AJM, 14PJL and 14PJM models ONLY if the following conditions are satisfied:

- Unit is still owned by the original purchaser; in the original installation; AND
- Warranty is registered with the MANUFACTURER within 60 days of original installation or closing of your residence\* or the Compressor Limited Warranty will default to Five (5) Years. Product registration is available online at <http://www.RegisterMyUnit.com>.

#### CONDITIONAL PARTS WARRANTY:

A TEN (10) YEAR Conditional Limited Parts Warranty applies to the RHKL, -GRK, -GRL & -GTK when matched with a JEZ or JEC condensing unit or heat pump ONLY if the following conditions are satisfied:

- Unit is still owned by the original purchaser; in the original installation; AND
- Warranty is registered with the MANUFACTURER within 60 days of original installation or closing of your residence\*. Product Registration is available online at <http://www.RegisterMyUnit.com>

#### HEAT EXCHANGERS:

**TEN (10) YEARS:** The Applicable Warranty Period is TEN (10) YEARS after the Effective Date. If the heat exchanger fails during the Applicable Warranty Period, the Manufacturer will furnish a replacement heat exchanger. If a replacement is not available for any reason, the Manufacturer shall have the right instead to allow a credit in the amount of the distributor cost for an equivalent heat exchanger when applied to the purchase of any other gas furnace from the Manufacturer.

**TWENTY (20) YEARS:** The Applicable Warranty Period is TWENTY (20) YEARS after the Effective Date on heat exchangers only for Models: -GPN, -GLN, 80LS, 80PS, 90RS, 90RT, 90TS.

**LIFETIME LIMITED WARRANTY:** Only for Models: -GPQ, -GLQ, -GRA, -GRB, -GRK, -GRL, -GTA, -GTK, -OBF, -OPF. The Manufacturer warrants the primary heat exchanger and the secondary heat exchanger (condensing coil) to the Original Owner for his or her lifetime, provided the furnace is installed and used in the Original Owner's principal residence, subject to proof of purchase and such installation. For any subsequent owner (or the Original Owner where the above lifetime Limited Warranty conditions are not met or cease being met), or if the furnace is installed for non-residential use, the Manufacturer's warranty on the primary heat exchanger and the secondary heat exchanger (condensing coil) is for an Applicable Warranty Period of **TWENTY (20) YEARS** after the Effective Date.

#### OTHER PRODUCTS:

**ONE (1) YEAR:** The Applicable Warranty Period is only ONE (1) YEAR after the Effective Date for any other products, including commercial equipment and single-phase equipment installed in commercial applications.

## COMPLETE THE FOLLOWING USER INFORMATION.

**KEEP THIS WARRANTY FOR YOUR RECORDS – DO NOT MAIL!**

**Owner Name:** \_\_\_\_\_

**Owner Address:** \_\_\_\_\_

**City/State(Province)/Postal Code:** \_\_\_\_\_

**Date of Original Installation:** \_\_\_\_\_

**Installing Contractor Company Name:** \_\_\_\_\_

**Installing Contractor Telephone:** \_\_\_\_\_

**Installing Contractor Address:** \_\_\_\_\_

**City/State(Province)/Postal Code:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

**Serial Number:** \_\_\_\_\_

**Rheem Sales Company, Inc., Air Conditioning Division**  
P.O. Box 17010, 5600 Old Greenwood Road  
Fort Smith, Arkansas 72917-7010

\*Residential application is defined as a single-family occupancy dwelling

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