

# TIPS VENDOR AGREEMENT (JOC)

Between Bartos Industries and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RCSP 200201 Trades, Labor and Materials (JOC)**

## General Information

The Vendor Agreement (“Agreement”) 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

## **Terms and Conditions**

### **Conflicts with RS Means Unit Price Book**

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

### **Freight**

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### **Warranty Conditions**

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

### **Customer Support**

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### **Agreements**

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

### **Davis Bacon Act**

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

### **Other Wage Rates**

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

### **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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 Agreement.

- 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 the TIPS program.
- 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 Agreement.

### **Term and Renewal of Agreements**

The Agreement with TIPS is for two (2) years with an option for renewal for additional two (2) consecutive one-year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "Termination for Convenience". The Second one-year renewal term is only if both Parties agree.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

### **Invoices**

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book

unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.**

Per Texas Education Code §44.032(f), reasonable Attorney's fees  
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are recoverable by the prevailing party in any dispute resulting in litigation.

### **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 Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

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

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Form of Agreement and Reporting**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review of a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

## **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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

## **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

## **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 TIPS 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 TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS 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 TIPS 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 Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.



### **Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

### **Survival Clause**

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably 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.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from

this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

### **Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS 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 TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.



### **Scheduling of Projects**

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. 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 TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, 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.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles

for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85<sup>th</sup> Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85<sup>th</sup> Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services 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.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at 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 email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

# TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name Bartos Industries  
Address 10350 Olypic Dr  
City Dallas State Tx Zip 75220  
Phone (214) 350-6871 Fax (682) 253-0135  
Email of Authorized Representative probertson@bartosindustries.com  
Name of Authorized Representative Pam Robertson  
Title VP of Operations  
\* Signature of Authorized Representative Pam Robertson  
Date 3-2-20  
TIPS Authorized Representative Name Meredith Barton  
Title Chief Operating Officer  
TIPS Authorized Representative Signature Meredith Barton  
Approved by ESC Region 8 David Wayne Fitts  
Date 4/23/2020

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## 200201 Addendum 3 Bartos Industries Supplier Response

### Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

Deadline: 4/3/2020 03:00 PM (CT)

Notes: If your company currently has a Job Order Contracting (181101) **it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit.** Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract, Job Order Contracting (181101), proposing on the current solicitation provides no additional benefits to your company.

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This

RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

## **Contact Information**

Contact: Jensen Mabe, Construction Program Manager  
Address: Region VIII Education Service Center  
4845  
Pittsburg, TX 75686  
Phone: +1 (903) 438-6237  
Fax: +1 (866) 839-8472  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)



## Bartos Industries Information

Contact: Pam Robertson  
Address: 10350 Olympic Drive  
Dallas, TX 75220  
Phone: (214) 350-6871  
Email: info@BartosIndustries.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Pam Robertson

*Signature*

*Submitted at 4/2/2020 1:28:03 PM*

probertson@bartosindustries.com

*Email*

## Requested Attachments

### Vendor Agreement

200201 Vendor Agreement JOC\_Signed.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

Vendor Agreement.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet

*No response*

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### RS Means Pricing Form JOC

Pricing.pdf

The vendor must download the "RS Means JOC PRICING\_FORM" from the attachment tab, fill in the requested information and upload the completed agreement. DO NOT FAIL TO COMPLETE ALL SECTIONS AND BLANKS IN THE FORM OR IT COULD RENDER YOUR RESPONSE INVALID.

DO NOT UPLOAD encrypted or password protected files.

### Xactimate Pricing JOC Form

*No response*

Should you choose to provide optional Xactimate pricing on you should upload that form here

### References

Tips Refs.pdf

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Proposed Goods and Services

Bartos\_Catalog.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. I does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## **D/M/WBE Certification OPTIONAL**

*No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **HUB Certification OPTIONAL**

*No response*

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can. Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

## **Warranty**

*No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **Supplementary**

*No response*

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **All Other Certificates**

*No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **Logo and Other Company Marks**

*No response*

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

## **Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS**

*No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS  
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

## **Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION**

*No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

*No response*

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## **Confidentiality Form**

Confidential Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## **Bonding Capacity Letter from Surety/Insurance Company**

Bond .pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

## Bid Attributes

<b>1 Yes - No</b>	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="No"/>
<b>2 Yes - No</b>	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a>  or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a>  Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
<b>3 Yes - No</b>	The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
<b>4 States Served:</b>	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="TX"/>
<b>5 Company and/or Product Description:</b>	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="HVAC Manufacturing rep: Greenheck, Metalaire, Accurex, Kinetics Noise Controls, DriSteem, DuctSox, Honeywell, Seasons 4, Roberts Gordon, Filters, Marvair"/>
<b>6 Primary Contact Name</b>	Primary Contact Name <input type="text" value="Pam Robertson"/>
<b>7 Primary Contact Title</b>	Primary Contact Title <input type="text" value="VP of Operations"/>
<b>8 Primary Contact Email</b>	Primary Contact Email <input type="text" value="probertson@bartosindustries.com"/>
<b>9 Primary Contact Phone</b>	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143796837"/>

<b>1</b> <b>0</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6822530135"/>
<b>1</b> <b>1</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
<b>1</b> <b>2</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Elizabeth Smolek"/>
<b>1</b> <b>3</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Marketing Administrator"/>
<b>1</b> <b>4</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="esmolek@bartosindustries.com"/>
<b>1</b> <b>5</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6822530122"/>
<b>1</b> <b>6</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6822530135"/>
<b>1</b> <b>7</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6822217224"/>
<b>1</b> <b>8</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Pam Robertson"/>
<b>1</b> <b>9</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="probertson@BartosIndustries.com"/>

<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="2143576837"/>	

<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.
<input type="text" value="Pam Robertson"/>	

<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email
<input type="text" value="probertson@BartosIndustries.com"/>	

<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="2143576837"/>	

<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com)
<input type="text" value="www.bartosindustries.com"/>	

<b>25</b>	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="75-2799456"/>	

<b>26</b>	<b>Primary Address</b> Primary Address
<input type="text" value="10350 Olympic Dr"/>	

<b>27</b>	<b>Primary Address City</b> Primary Address City
<input type="text" value="Dallas"/>	

<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation)
<input type="text" value="TX"/>	

<b>29</b>	<b>Primary Address Zip</b> Primary Address Zip
<input type="text" value="75220"/>	

**30 Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

HVAC: filters, air devices, heaters, rooftop units, fans, kitchen equipment, meters, air purifiers, chiller, air handler, air curtain, noise control, louvers, curbs, roof curb, ventilators, VAV, thermostats, heat pump, vibration isolation, grilles, exhaust fan, airflow, dampers, ductsox, air distribution, diffusers, dehumidifier, humidifier, heat recovery, fancoils, fire suppression, exhaust hood, make-up air unit, hepa filters.

**31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

**32 Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

**33 Company Residence (City)**

Vendor's principal place of business is in the city of?

**34 Company Residence (State)**

Vendor's principal place of business is in the state of?



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**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

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**Regular Hours Coefficient**

What is your regular hours coefficient for the RS Means Price Book?

Example:

A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

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**After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Example:

The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

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**Non-Pre-Priced Markup**

If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?

Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.

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**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

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**Years Experience**

Company years experience in this category?

<b>4</b> <b>2</b>	<b>Right of Refusal</b> Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? <input type="text" value="Yes"/>
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<b>4</b> <b>3</b>	<b>NON-COLLUSIVE BIDDING CERTIFICATE</b> By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;  2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:  3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;  4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.  Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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<b>4</b> <b>4</b>	<b>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?</b> Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO  If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab:  <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  There is an optional upload for this form provided if you have a conflict and must file the form. <input type="text" value="No"/>
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<b>4</b> <b>5</b>	<b>Filing of Form CIQ</b> If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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<b>4</b> <b>6</b>	<b>Regulatory Standing</b> I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

*No response*

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**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Suspension or Debarment Instructions

### Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

**50 Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 1986 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

**51 Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

**5** **2 CFR PART 200 Contract Provisions Explanation**

**2** Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**5** **2 CFR PART 200 Contracts**

**3** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5** **2 CFR PART 200 Termination**

**4** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?



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**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

**58 2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

**59 Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**60 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

**61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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**Davis-Bacon Act compliance.**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

**6** **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

4 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

**6** **Indemnification**

5 The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

**6 Remedies**

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The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6 Remedies Explanation of No Answer**

7

**6 Choice of Law**

8

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

**6** **Jurisdiction and Service of Process**

**9** Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

**7** **Alternative Dispute Resolution Explanation of No Answer**

**0**

**7** **Infringement(s)**

**1** The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

**7** **Infringement(s) Explanation of No Answer**

**2**

**7** **Acts or Omissions**

**3** The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

**7** **Acts or Omissions Explanation of No Answer**

**4**



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**Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

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**Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

## 7 Insurance and Fingerprint Requirements Information

### Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

**7** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**9** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**8** **Texas Government Code 2270 Verification Form**

**0** Texas Government Code 2270 Verification Form  
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company 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.engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

**8 1 Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**8 2 Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**8 3 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**84 Required Confidentiality Claim Form**

**Required Confidentiality Claim Form**

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at [rick.powell@tips-usa.com](mailto:rick.powell@tips-usa.com)

**85 Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**86 Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**87 Attribute deleted as part of an Addendum**

**88 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**89 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**90 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**91 Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

**92 Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

**93 Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

**94 Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.





TIPS RFP # 200201

**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Bartos Industries  
Name of company

Printed Name and Title of authorized company officer declaring below the confidential status of material

10350 Olypic Dr Dallas TX 75220 (214)350-6871  
Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

**I DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date \_\_\_\_\_

OR -----

**I DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

\* Signature Pam Robertson Date 3-2-20



Arch Insurance Company  
311 South Wacker Drive  
Suite 3700  
Chicago IL 60606

T: 312 601 8400  
F: 312 601 8492

archinsurance.com

April 1, 2020

RE: Bartos Industries, Ltd.  
10350 Olympic Drive  
Dallas, TX 75220

To Whom It May Concern:

Bartos Industries, Ltd. has the ability to provide single project bonding capacity in excess of \$100,000.00 and an aggregate bond capacity of \$200,000.00. Currently none of their line is in use with all \$200,000.00 available.

Arch Insurance Company's commitment to write any final bond is conditioned upon several factors being reviewed and accepted by us as satisfying our underwriting criteria at the time the final bonds are required. Those factors include, but are not limited to, the final contract documents and all related contracts, the bid results, financing arrangements for the project, the financial condition of Bartos Industries, Ltd. based on the most recent information available to us at the time the final bonds are required and the terms of the requested final bonds.

This letter is issued only as a bonding reference as requested from our client and is not an assumption of liability or a bond. We assume no liability to third parties or to you if, for any reason, we do not execute said bonds.

It is with pride that we recommend Bartos Industries, Ltd

**ARCH INSURANCE COMPANY**



Keith Gorder  
Attorney-In-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Andrew Appel, Kathleen T. DeVito, Keith Corder and Robin L. Young of Indianapolis, IN (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

• Erase any of the signatures and the background will look altered.  
 • Complete list of security features on the paper for compliance purposes.  
 • Frame around features list box is composed of type and can be viewed with a magnifier.  
 • SECURITY GUARD PLS MICROPRINTING FEATURE...  
 • Underlying paper.  
 • If someone tries to erase or copy, the consistent background Uniform Background  
 • Special paper containing "watermarking".  
 • Ink changes color when rubbed with a coin.  
 • The word "VOID" appears when copied.  
 • Hidden Pantograph  
 • Document Appearance if Altered  
 • Security Features

The following security features exceed state mandates.

• Erase any of the signatures and the background will look altered.  
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 • Frame around features list box is composed of type and can be viewed with a magnifier.  
 • SECURITY GUARD PLS MICROPRINTING FEATURE...  
 • Underlying paper.  
 • If someone tries to erase or copy, the consistent background Uniform Background  
 • Special paper containing "watermarking".  
 • Ink changes color when rubbed with a coin.  
 • The word "VOID" appears when copied.  
 • Hidden Pantograph  
 • Document Appearance if Altered  
 • Security Features

The following security features exceed state mandates.

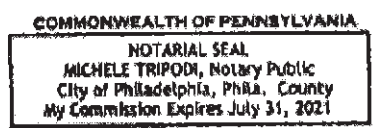
*Patrick K. Nails*  
 Patrick K. Nails, Secretary



*David M. Finkelstein*  
 David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS  
 COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



*Michele Tripodi*  
 Michele Tripodi, Notary Public  
 My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 1, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15<sup>th</sup> day of April, 2020.

*Patrick K. Nails*  
 Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
 3 Parkway, Suite 1500  
 Philadelphia, PA 19102



## Dallas

10350 Olympic Dr.  
Dallas, Texas 75220  
214-350-6871  
469-759-2918 fax



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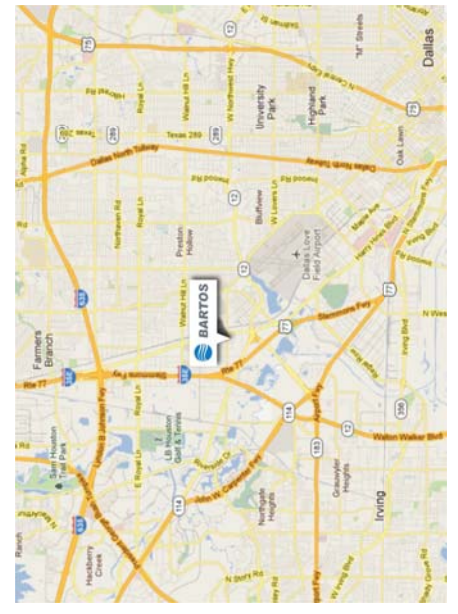
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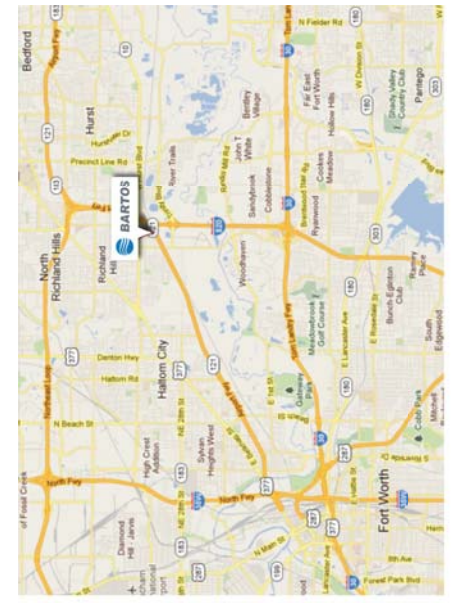


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## Suspended Spring Hangers



Suspended Spring Hangers		
Model	Type	Deflection Capacity
KNCSH	Spring Hanger	1" 35 lbs - 1,700 lbs
KNCSRH	Spring/Rubber Hanger	1" 35 lbs - 1,700 lbs

## Housed Springs Floor Isolator



Restrained Floor Housing		
Model	Type	Deflection Capacity
KNCSL	Restrained Spring	1" 35 lbs - 370 lbs

## Open Spring Floor Isolator



Open Spring Floor Housing		
Model	Type	Deflection Capacity
KNCFDS	Open Spring	1" 35 lbs - 1,700 lbs

## Neoprene Pads



Neoprene Pads		
Model	Type	Deflection Capacity
KNCPND	Ribbed	.09" 60 lbs/ Square Inch Max
KNCRSP	Wafile	.15" 60 lbs/ Square Inch Max

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### Terms of Sale

Terms of Sale are Net 30 Days, F.O.B. shipping point or as printed on invoice.

Bartos Industries will not accept any material returned without prior permission. Material returned for credit is subject to a restocking charge. Please consult your Bartos representative and obtain written authorization before returning materials to our facility. Unauthorized returns will not be subject to issuance of credit.

All invoices are payable in Dallas, Dallas County, Texas at an office of Bartos Industries and customer agrees to make all payments at said place in accordance with these terms.

Pricing and/or dimensional data contained herein is subject to change without notice.

Freight Claims: We at Bartos are responsible for suitably transferring our materials to the carrier in good condition. It is the receiver's responsibility to inventory the materials received versus those listed on the packing list, and make note of any damage which may have occurred during transport, and to document shortages on the carrier's bill of lading. Freight claims shall be filed by the receiver against the transportation company/carrier.

Warranty for materials shipped are the manufacturer's standard one year (from the date of shipment unless otherwise indicated), parts only. Materials for unpaid invoices will not be subject to warranty coverage.

BARTOS STOCK PROGRAM & EXPEDITED ORDER CLARIFICATIONS:

All dimensions indicated in this documents are in normal inches unless noted otherwise, and are subject to changes without notice. Please refer to the manufacturer's submittal data on their respective websites for the latest dimensional and/or performance characteristics.

All Pricing is subject to change without notice. Freight and material costs frequently fluctuate without notice. Please contact your Bartos representative for current pricing

Factory orders which are expedited are **NOT SUBJECT TO CHANGE OR CANCELLATION.**

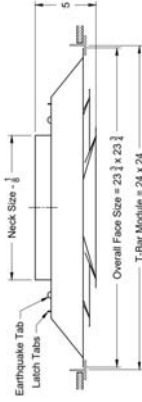


5700/5700-AL - Fixed Square 2-Cone Diffuser

Fixed 2-Cone pattern controller  
Steel Construction (5700) & Aluminum Construction (5700-AL)  
Lay-in border 6



METALAIR



5700-Fixed Steel Construction			
Model Number	Neck	Face	
MA57006061212	6"	12" x 12"	
MA57006081212	8"	12" x 12"	
TBS1200082020	8"	20" x 20"	
TBS1200102020	10"	20" x 20"	
MA57006062424	6"	24" x 24"	
MA57006082424	8"	24" x 24"	
MA57006102424	10"	24" x 24"	
MA57006122424	12"	24" x 24"	
MA57006142424	14"	24" x 24"	

Cross Reference			
Brand	Model	Price	Material
Titus	TMSA		
Price	SCD		
Nailor	RNS2		
Krueger	1450		

Accessories

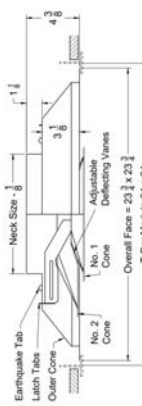
- TBPF-Trim frames
- BDS-Steel butterfly dampers
- RDS- Steel radial dampers
- BAF- Sectorizing Barfles
- FGBP- Fiberglass Backpan
- SNAP 58-Optional 3rd cone

5700A-Adjustable 2-Cone Diffuser

Adjustable Pattern Controller  
Steel Construction  
Lay-in border 6  
White Finish



METALAIR



5700A-Adjustable			
Model Number	Neck	Face	
MA57006A062424	6"	24" x 24"	
MA57006A082424	8"	24" x 24"	
MA57006A102424	10"	24" x 24"	
MA57006A122424	12"	24" x 24"	
MA57006A142424	14"	24" x 24"	

Accessories

- TBPF-Trim frames
- BDS-Steel butterfly dampers
- RDS- Steel radial dampers
- BAF- Sectorizing Barfles
- FGBP- Fiberglass Backpan
- SNAP 58-Optional 3rd cone

Cross Reference			
Brand	Model	Price	Material
Titus	TMSA		
Price	SCDA		
Nailor	RNSA		
Krueger	1450A		



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P-Drive -Variable Frequency Drive



P-DRIVE VFDs			
Model	HP	VOLTAGE	PHASE
FC7HP460V	7.5	460V	3 PH
FC25HP460V	25	460V	3 PH
FC7HP230V	7	230V	3 PH
FC10HP230V	10	230V	3 PH
FC15HP230V	15	230V	3 PH
FC20HP230V	20	230V	3 PH
FC25HP230V	25	230V	3 PH



Q-Link -VFD Technology



The Q-Link Variable Frequency Drive provides a revolutionary user experience through it's intuitive iOS and Android smartphone apps. The Q-Link connects to your smartphone via Bluetooth® and allows for guided start-up, automated reports, in-app support, and more. It provides an array of inputs and outputs including damper control. Native communications include BACnet and Modbus. The Q-Link uses Rf Filtering – a sophisticated filtering algorithm – to reduce harmonic distortion and provide equivalent performance to an AC line reactor, without the added cost.



Q-Link -Multi Phase - Variable Frequency Drive w/Bypass

Q-Link With Bypass Multi-Phase VFD's				
Model	HP	Voltage	HP	Voltage
FCSQLNKBY3480	3	480V	1.5	230V
FCSQLNKBY5480	5	480V	2.5	230V
FCSQLNKBY75480	7.5	480V	3.75	230V
FCSQLNKBY10480	10	480V	5	230V
FCSQLNKBY15480	15	480V	7.5	230V
FCSQLNKBY20480	20	480V	10	230V



Q-Link -Stand Alone-Variable Frequency Drive

Stand-Alone Q-Link			
Model	HP	Voltage	
FCSQLNK5480	1 THRU 5	480V	
FCSQLNK10480	7.5 THRU 10	480V	
FCSQLNK15480	15	480V	
FCSQLNK20480	20	480V	



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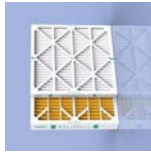
## Filter Media Rolls



Model	Type	Arrestance	Color
FILPOB12	2" Roll Filter	84%	Blue / White
FILPOORT	1" Roll Filter	90%	Orange / White
FILPOB10S	1/2" Roll Filter	70%	Blue / White



## MERV 10- Pleated Filters



Model	Size	Depth
PLEAT11224	12" x 24"	1"
PLEAT11420	14" x 20"	1"
PLEAT11425	14" x 25"	1"
PLEAT11520	15" x 20"	1"
PLEAT11620	16" x 20"	1"
PLEAT11625	16" x 25"	1"
PLEAT12024	20" x 24"	2"
PLEAT12025	20" x 25"	2"
PLEAT122424	24" x 24"	2"
PLEAT122424	24" x 24"	4"
PLEAT141224	12" x 24"	4"
PLEAT141620	16" x 20"	4"
PLEAT141625	16" x 25"	4"
PLEAT141824	18" x 24"	4"
PLEAT142020	20" x 20"	4"
PLEAT142024	20" x 24"	4"
PLEAT142025	20" x 25"	4"
PLEAT142424	24" x 24"	4"
PLEAT142529	25" x 29"	4"

Model	Size	Depth
PLEAT121620	16" x 20"	2"
PLEAT121624	16" x 24"	2"
PLEAT121625	16" x 25"	2"
PLEAT121824	18" x 24"	2"
PLEAT122020	20" x 20"	2"
PLEAT122024	20" x 24"	2"
PLEAT122025	20" x 25"	2"
PLEAT122424	24" x 24"	2"
PLEAT122424	24" x 24"	4"
PLEAT141620	16" x 20"	4"
PLEAT141625	16" x 25"	4"
PLEAT141824	18" x 24"	4"
PLEAT142020	20" x 20"	4"
PLEAT142024	20" x 24"	4"
PLEAT142025	20" x 25"	4"
PLEAT142424	24" x 24"	4"
PLEAT142529	25" x 29"	4"

## Honeywell Gas Detection

- Standalone, standalone with remote (dual gas mode) or network versions available
- Saves energy through Demand Control Ventilation
- Advanced sensing technology detects CO, NO<sub>2</sub>, O<sub>2</sub>, H<sub>2</sub>, H<sub>2</sub>S, CH<sub>4</sub>, C<sub>2</sub>H<sub>6</sub>



E3 Gas Monitor Point Network



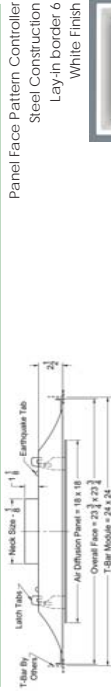
HWESAH-Stand Alone Sensor

Model	Description
HWESAH	E3 120V Stand Alone Sensor
HWESSM	E3 Gas Monitor Point Network
HWVA301C	301C Plastic Control Panel



## METALAIRE™

### 5750-Square Panel Face Diffuser



Model Number	Neck	Face
MA57506061212	6"	12" x 12"
MA57506061212	8"	12" x 12"
MA57506062424	6"	24" x 24"
MA57506062424	8"	24" x 24"
MA57506102424	10"	24" x 24"
MA57506122424	12"	24" x 24"
MA57506142424	14"	24" x 24"

Cross Reference	Brand	Model
	Titus	OMVNI
	Price	SPD
	Nailor	ASPD
	Krueger	UNI

Model Number	Neck	Face
MA57506AL061212	6"	12" x 12"
MA57506AL062424	6"	24" x 24"
MA57506AL082424	8"	24" x 24"
MA57506AL102424	10"	24" x 24"
MA57506AL122424	12"	24" x 24"
MA57506AL142424	14"	24" x 24"

**Accessories**  
TBPF-Firm frames  
BDS-Steel butterfly dampers  
RDS- Steel radial dampers  
BAF- Sectorizing Baffles  
FGBP- Fiberglass backpan  
BO1- Blank-off Panel

## METALAIRE™

### 3100- Fixed Round 2- Cone Diffuser



Model	Size	A	B	C	D	E	F
MA310010	10	9 3/4	21 3/4	3 1/4	17	1	3/4
MA310012	12	11 3/4	21 7/8	3 1/4	17	1	3/4

Cross Reference	Brand	Model
	Titus	TMR
	Price	RCD

**Accessories**  
BDS- Steel butterfly dampers  
RDS- Steel radial dampers

## METALAIRE™

### 3100SA- Adjustable Round 2- Cone Diffuser



Model	Size	A	B	C	H
MA3100SA206	6	5 3/4	16 1/8	3	2 1/4
MA3100SA208	8	7 3/4	16 1/8	3	2 1/4
MA3100SA210	10	9 3/4	21 3/8	3 1/4	2 3/4
MA3100SA212	12	11 3/4	21 3/8	3 1/4	2 3/4

Cross Reference	Brand	Model
	Titus	TMRA
	Price	RCDA

**Accessories**  
BDS- Steel butterfly dampers  
RDS- Steel radial dampers



Drop Face Adjustable Pattern Controller  
Steel Construction  
White Finish

**DALLAS**  
10350 Olympic Drive  
Dallas, TX 75220  
800.539.4633 Toll Free  
214.350.6871 Main Line

**FORT WORTH**  
2901 Wesley Way  
Fort Worth, TX 76118  
800.858.8497 Toll Free  
682.253.0122 Main Line



**DALLAS**  
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**5500S/5500-Square Directional Diffuser- Lay-in**  
Steel Construction (5500S) & Aluminum Construction (5500)

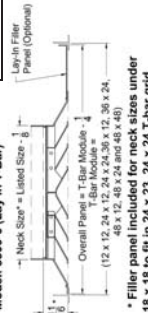
Lay-in border 6  
White Finish



**METALAIRE**

5500--Aluminum-Lay-in Border 6			
Model Number	Neck Size	Face Size	Throw
MAS550060602424	06" x 06"	24" x 24"	4-Way
MAS550060902424	09" x 09"	24" x 24"	4-Way
MAS5500612122424	12" x 12"	24" x 24"	4-Way
MAS5500615152424	15" x 15"	24" x 24"	4-Way
MAS5500618182424	18" x 18"	24" x 24"	4-Way
MAS55006121224252	12" x 12"	24" x 24"	2-Way
MAS550061212242S3	12" x 12"	24" x 24"	3-Way
MAS5500612122425C	12" x 12"	24" x 24"	2-Way Corner
MAS55006151524252	15" x 15"	24" x 24"	2-Way
MAS550061515242S3	15" x 15"	24" x 24"	3-Way
MAS5500615152425C	15" x 15"	24" x 24"	2-Way Corner
MAS55006181824252	18" x 18"	24" x 24"	2-Way
MAS5500618182425C	18" x 18"	24" x 24"	3-Way
MAS5500618182425C	18" x 18"	24" x 24"	2-Way Corner

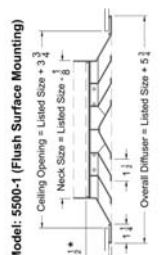
5500S--Steel-Lay-in Border 6			
Model Number	Neck Size	Face Size	Face Size
MAS5500S606062424	06" x 06"	24" x 24"	24" x 24"
MAS5500S609092424	09" x 09"	24" x 24"	24" x 24"
MAS5500S612122424	12" x 12"	24" x 24"	24" x 24"
MAS5500S615152424	15" x 15"	24" x 24"	24" x 24"
MAS5500S618182424	18" x 18"	24" x 24"	24" x 24"



**METALAIRE**

**5500S/5500-Directional Diffuser- Surface Mounted**  
Steel Construction (5500S) & Aluminum Construction (5500)

Surface Mounted border 1  
White Finish



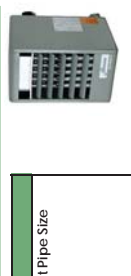
5500S-Steel-Surface Mount Border 1			
Model Number	Neck	Face	Face
MAS550010606	06" x 06"	11-5/8" x 11-5/8"	11-5/8" x 11-5/8"
MAS550010909	09" x 09"	14-5/8" x 14-5/8"	14-5/8" x 14-5/8"
MAS550011212	12" x 12"	17-5/8" x 17-5/8"	17-5/8" x 17-5/8"
MAS550011515	15" x 15"	20-5/8" x 20-5/8"	20-5/8" x 20-5/8"

5500--Aluminum- Surface Mount Border 1			
Model Number	Neck	Face	Face
MAS550010606	06" x 06"	11-5/8" x 11-5/8"	11-5/8" x 11-5/8"
MAS550010909	09" x 09"	14-5/8" x 14-5/8"	14-5/8" x 14-5/8"
MAS550011212	12" x 12"	17-5/8" x 17-5/8"	17-5/8" x 17-5/8"
MAS550011515	15" x 15"	20-5/8" x 20-5/8"	20-5/8" x 20-5/8"

Cross Reference			
Brand	Steel	Aluminum	
Titus	TDC	TDC-AA	
Price	SMD	AMD	
Nailor	6500	6200	
Krueger	SH	5SHR	

Accessories  
TBPF- Trim Frames  
DSA-Aluminum Opposed blade dampers  
DMSR-Square to round Adapters  
FGBP- Fiberglass backpan (24" x 24" only)

**Powered Vented Gas Unit Heater**



Vertical Power-Vented		
Model	BTUH Input	BTUH Output
MOPDP150AE130	150,000	123,000
MOPDP200AE130	200,000	164,000
MOPDP250AE130	250,000	205,000
MOPDP400AE130	400,000	328,000

2 Pole T-Stat

**Electric Unit Heater**



JHE-Electric Unit Heater		
Model	KW	Voltage/PH
INUHR332081DT	3.3	208V/1 PH
INUHR502081DT	5	208V/1 PH
INUHR382083DT	3.8	208V/3 PH
INUHR502083DT	5	208V/3 PH
INUHR752083DT	7.5	208V/3 PH
INUHR102083DT	10	208V/3 PH
INUHR332771DT	3.3	277V/1 PH
INUHR502771DT	5	277V/1 PH
INUHR374803DT	3.7	480V/3 PH
INUHR754803DT	7.5	480V/3 PH
INUHR104803DT	10	480V/3 PH

Mounting Bracket

**Architectural Wall Heaters**



Architectural Wall Heater-Bronze		
Model	Watts	Voltage
INWA933U0400C8ZD1	4,000	208V
INWA933U01500V8ZD3	1,500/1,125	240V/208V
INWA933U02000V8ZD3	2,000/1,500	240V/208V
INWA933U03000V8ZD3	3,000/2,250	240V/208V
INWA933U04000V8ZD1	4,000/3,000	240V/208V
INWA933U04800V8ZD1	4,800/3,600	240V/208V
INWA933U02000NBZD3	2,000	277V
INWA933U03000NBZD3	3,000	277V
INWA933U04000NBZD3	4,000	277V
INWA933U04800NBZD3	4,800	277V

Surface Mounting Box- Bronze

**Commercial Heaters**



WCI-Commercial Wall Heaters-White		
Model	Watts	Voltage
INWC932U0400VWD3	4,000/3,000	240V/208V
INWC932U04800VWD1	4,800/3,600	240V/208V
INWC932124500W	Surface Mounting Box-White	Surface Mounting Box-White

CCL-Commercial Ceiling Heaters-White		
Model	Watts	Voltage
INCC931U04000WBD3	4,000	277V
INCC931U04000VWD3T2	4,000/3,000	240V/208V
INCC931124506W	Surface Mounting Box-White	Surface Mounting Box-White
INCC931124512W	T-bar Adapter White	T-bar Adapter White

**Fan-Forced Wall Heaters**



WLE-Economy Wall Heater-White		
Model	Watts	Voltage
INWL934U01500BWD15	1,500	120V
INWL934U02000VWD15	2,000/1,500	240V/208V
INWL934124647W	Surface Mounting Box-White	Surface Mounting Box-White

Surface Mounting Box- White

HEATING PRODUCTS

**DALLAS**  
10350 Olympic Drive  
Dallas, TX 75220  
800.539.4633 Toll Free  
214.350.6871 Main Line

**FORT WORTH**  
2901 Wesley Way  
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VAR DEVICES

**DALLAS**  
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# DUCTLESS MINI-SPLITS

## Ductless Mini- Split's



The Fujitsu Halcyon line of ductless products is considered the finest of its kind in the HVAC industry. With available efficiencies as high as 33 SEER, Fujitsu Halcyon is unmatched in style, functionality, quality and dependability. Fujitsu also offers the best technical support in the industry with the option for live video conferencing with tech support on your smart device.

PAN- Ductless Mini-Splits & Heat Pumps						
Model	Style	Voltage	BTU	TON	SEER	HPSF
FJ12OU	Cooling	208V-230V	12,000	1	23.0	11
FJ12OU	Heating	208V-230V	16,000	1	23.0	11
FJ18OU	Cooling	208V-230V	18,000	1.5	19.0	10.6
FJ18OU	Heating	208V-230V	18,000	1.5	19.0	10.6
FJ24OU	Cooling	208V-230V	24,000	2	18	10.6
FJ24OU	Heating	208V-230V	24,000	2	18	10.6
FJ36OU	Cooling	208V-230V	33,000	3	15.5	9
FJ36OU	Heating	208V-230V	34,000	3	15.5	9

Accessories						
Model	Description	1 TON	1.5 TON	2 TON	3 TON	
SSPUMP	Aspen White Condensate Pump-Mini-White	X	X	X	X	X
SSMINORNG	9-24 Internal Condensate Pump	X	X	X	X	X
SSWAXIORNG	Internal Condensate Pump	X	X	X	X	X
SLS251824	18-24K 25' Line Set & Wiring	X	X	X	X	X
SLS501824	18-24K 50' Line Set & Wiring	X	X	X	X	X
SLS2536	36K 25' Line Set & Wiring	X	X	X	X	X
SLS2536	36K 50' Line Set & Wiring	X	X	X	X	X
FJXCB	12K Wired Controller	X	X	X	X	X
FJRNUM	18-36K Wired Controller	X	X	X	X	X



Designer Remote



Optional 25' or 50' Line Set



Optional Wired Thermostat Controller

Condensate Pump

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# AIR DEVICES

## METALAIRE™ 7500- Perforated-Face Mounted Pattern-Round Neck

Steel Construction  
Lay-in border 6  
White Finish



7500-STEEL SUPPLY		Neck	Face
Model Number	MA7500606061212	06"	12" x 12"
	TBPP082020LT	08"	20" x 20"
	TBPP102020LT	10"	20" x 20"
	TBPP122020LT	12"	20" x 20"
	MA7500606062424	06"	24" x 24"
	MA7500608082424	08"	24" x 24"
	MA7500610102424	10"	24" x 24"
	MA7500612122424	12"	24" x 24"
	MA7500614142424	14"	24" x 24"

Cross Reference	
Brand	Titus
Model	PAS
Price	PDF
Nailor	4320
Krueger	6100

### Accessories

TBPF-Trim frames  
BDS-Steel butterfly dampers  
RDS-Steel radial dampers  
FGBP- Fiberglass backpan

## METALAIRE™

## 7600-Perforated-Curved Pattern- Round Neck

Steel Construction  
Lay-in border 6  
White Finish



7600-ALUMINUM SUPPLY		Neck	Face
Model Number	MA7600608082424	08"	24" x 24"
	MA76006102424	10"	24" x 24"
	MA76006122424	12"	24" x 24"
	MA76006142424	14"	24" x 24"
	MA76006162424	16"	24" x 24"

### Accessories

TBPF-Trim frames  
BDS-Steel butterfly dampers  
RDS-Steel radial dampers  
FGBP- Fiberglass backpan

## METALAIRE™

## 7000-Perforated-Curved Pattern- Square Neck

Aluminum Construction  
Lay-in border 6  
White Finish



7000-ALUMINUM SUPPLY		Neck	Face
Model Number	MA7000606061212	06"	12" x 12"
	MA7000608082424	08"	24" x 24"
	MA7000610102424	10"	24" x 24"
	MA7000612122424	12"	24" x 24"
	MA7000614142424	14"	24" x 24"

Cross Reference	
Brand	Titus
Model	PCS-AA
Price	PDOCF
Krueger	51100

### Accessories

TBPF-Trim frames  
D5A- Aluminum opposed blade dampers  
DMSR- Square to round adapters

**DALLAS**  
10350 Olympic Drive  
Dallas, TX 75220  
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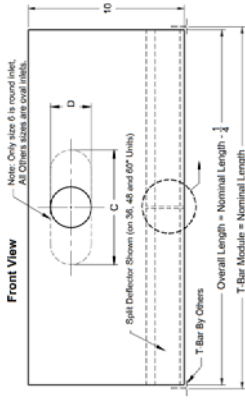
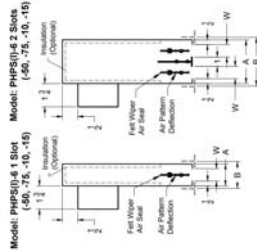
**FORT WORTH**  
2901 Wesley Way  
Fort Worth, TX 76118  
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682.253.0122 Main Line



**BARTOS**

PHPSI-High Performance Plenum Slot Diffuser

1" Slot Width (PHPSI-10), 1 1/2" Slot Width (PHPSI-15)  
 Steel Construction Plenum/ Aluminum Pattern Controller  
 1/2" Fiberglass Insulation  
 White Tees Black borders



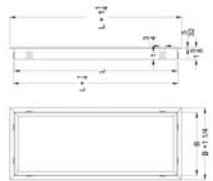
Model	Lengths	1 SLOT		2 SLOTS	
		A	B	A	B
PHPSI-10	24"-48"	1"	2"	2 1/4"	4"
PHPSI-15	24"-48"	1 1/2"	2 1/2"	2 3/4"	5"

Inlet Size	C	D	Weight
6 Round	8 15/16"	5 7/8"	12 lbs
8 Oval	12 1/16"	5 7/8"	15 lbs
10 Oval	15 1/4"	5 7/8"	18 lbs

MODEL	LENGTH	SLOTS	INLET
MAPPHPSI024106	24"	1	06"
MAPPHPSI024108	24"	1	08"
MAPPHPSI024208	24"	2	08"
MAPPHPSI048106	48"	1	06"
MAPPHPSI048108	48"	1	08"
MAPPHPSI048110	48"	1	10"
MAPPHPSI048208	48"	2	08"
MAPPHPSI048210	48"	2	10"
MAPPHPSI048212	48"	2	12"

MODEL	LENGTH	SLOTS	INLET
MAPPHPSI1524106	24"	1	06"
MAPPHPSI1524108	24"	1	08"
MAPPHPSI1548106	48"	1	06"
MAPPHPSI1548108	48"	1	08"
MAPPHPSI1548110	48"	1	10"
MAPPHPSI1548208	48"	2	08"
MAPPHPSI1548210	48"	2	10"
MAPPHPSI1548212	48"	2	12"



Model	Slot Width	Slot Length	Slot Quantity	"B" Width
MAPPHTBPF10241	1"	24"	1	2 1/4"
MAPPHTBPF10481	1"	48"	1	2 1/4"
MAPPHTBPF10242	1"	24"	2	4 1/4"
MAPPHTBPF10482	1"	48"	2	4 1/4"
MAPPHTBPF15241	1 1/2"	24"	1	2 3/4"
MAPPHTBPF15481	1 1/2"	48"	1	2 3/4"
MAPPHTBPF15482	1 1/2"	48"	2	5 1/4"

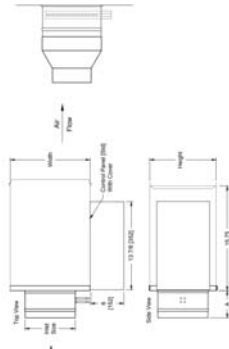
**Accessories**  
 PHPTBPF-firm frames  
 ROD-Face Operable Dampers

Brand	Model
litus	TBDI-80
Price	TBDI-4100
Nailor	5700
Krueger	PTBS

METALAIRE

Single Duct VAV Terminal Unit

1/2" Dual Density Fiberglass Liner  
 Controls Enclosure  
 Slip and Drive Discharge Connection  
 Cooling Only



Model	Inlet	A	Width	Height	Weight
MAVAVTH06	06"	5 7/8"	5"	12"	8"
MAVAVTH08	08"	7 7/8"	5"	12"	10"
MAVAVTH10	10"	9 7/8"	5"	14"	12 1/2"
MAVAVTH12	12"	11 7/8"	5"	16"	15"
MAVAVTH14	14"	13 7/8"	5"	20"	17 1/2"-24 lbs

**Accessories:**  
**Model**  
 MAVAVCONAN Analog Electric Control with T-Slat  
 MAVAVCONPN Pneumatic Controls

METALAIRE

Parallel Fan Powered Terminal Unit

1" Dual Density Fiberglass Liner  
 Controls Enclosure  
 Slip and Drive Discharge Connection  
 PSC Motor  
 Staged Heat Electric Heating Coils  
 1" Thick Throw away filter



Model	Inlet	HP	Motor	KW	Voltage	Heater Information			Unit Size			Discharge Size		
						U	Height	Width	Length	Loc	Height	Width		
MAFV1506C1	06"	1/8	277V	3KW	480V/3PH	17 1/2"	30"	36"	2 1/2"	15"	16"	F		
MAFV1508C2	08"	1/6	277V	5 KW	480V/3PH	17 1/2"	30"	36"	2 1/2"	15"	16"	F		
MAFV1510C3	10"	1/4	277V	7.5 KW	480V/3PH	17 1/2"	36"	40"	6 1/4"	15"	16"	F		
MAFV1512C4	12"	1/4	277V	10 KW	480V/3PH	17 1/2"	36"	40"	4 1/4"	17 1/2"	20"	F		
MAFV1514C6	14"	1/3	277V	15 KW	480V/3PH	20"	40"	40"	5"	17 1/2"	20"	F		

**DALLAS**  
 10350 Olympic Drive  
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AIR DEVICES

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Cabinet Exhaust Fans

- 115V Motor
- Backdraft Damper
- Round Outlet
- Plug Disconnect
- Mounting Brackets

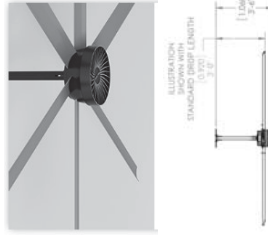


SP/CSP- Cabinet Fans				
Model	CFM	Static	RPM	AMPS WATTS Sones @ 0 in
GHSFC50	44	.125" SP	1680	80 46 2.9
GHSFB110	111	.125" SP	950	1.14 80 2.0
GHSFB150	155	.125" SP	1050	1.70 129 3.0
GHSFB200	195	.125" SP	1100	2.20 173 4.4
GHSFA250	246	.125" SP	1000	.77 83 2.9
GHSFA390	392	.125" SP	1350	1.34 135 5.4
GHSFA410	405	.125" SP	1000	1.74 121 4.1
GHCSPA780	775	.125" SP	1600	3.77 405 10.2
GHSFA780	775	.125" SP	1600	3.30 348 10.2
GHSFA1050	1093	.125" SP	1095	6.30 420 7.2

Accessories	
Model	Description
GHSBGRILLE	Plastic Grille
GHVKIT	Isolation Kit
GHSWSSC	Speed Controller Up to Size A780
GHT0WSSC	Speed Controller Size A150
GHT5TATIA	Fan Accessories Heating/Cooling Up to 3/4 HP



High Volume Low Speed Fan

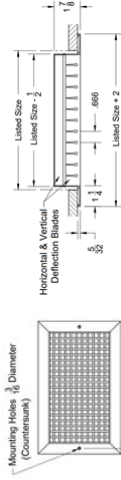


TB-HVLS Fans		
Model	Style	Blade Length Blade Count HP
MTB0606	370 06"	6 25 HP
MTB0806	370 08"	6 25 HP
MTB1006	370 10"	6 25 HP
MTB1206	370 12"	6 25 HP
MTB1406	370 14"	6 25 HP
MTB1603	430 16"	3 1.05 HP
MTB1803	430 18"	3 1.05 HP
MTB1606	550 16"	6 1.05 HP
MTB1806	550 18"	6 1.05 HP
MTB2006	780 20"	6 2.10 HP
MTB2406	780 24"	6 2.10 HP

Accessories	
Model	Description
MTM3706	Motor and Hardware for Model 3706-110V-220V
MTM4303	Motor and Hardware for Model 4303-208V-240V
MTM5506	Motor and Hardware for Model 5506 120V-277V
MTM7806	Motor and Hardware for Model 7806 380V-600V



V4004D- Double Deflection Supply Grille



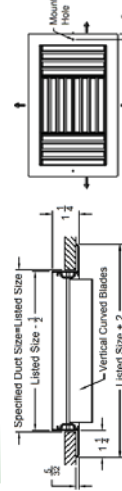
- Blades Parallel to Vertical
- Aluminum Construction
- Opposed Blade Damper
- Surface Mount Border 1
- White Finish

Cross Reference	
Brand	Model
Titus	300FL
Price	620
Nailor	51DV-O
Krueger	5880

V4004D- Double Deflection			
Model	Face	Neck	Face
MAV4004D10606	06" x 06"	10" x 10"	24" x 08"
MAV4004D10806	08" x 06"	10" x 08"	24" x 10
MAV4004D10806	08" x 06"	10" x 08"	22" x 08"
MAV4004D10808	08" x 08"	10" x 10"	22" x 10"
MAV4004D11004	10" x 04"	12" x 06"	24" x 12"
MAV4004D11006	10" x 06"	12" x 08"	24" x 14"
MAV4004D11008	10" x 08"	12" x 10"	24" x 16"
MAV4004D11010	10" x 10"	12" x 12"	24" x 18"
MAV4004D11204	12" x 04"	14" x 06"	26" x 08"
MAV4004D11206	12" x 06"	14" x 08"	26" x 10"
MAV4004D11208	12" x 08"	14" x 10"	26" x 12"
MAV4004D11210	12" x 10"	14" x 12"	26" x 14"
MAV4004D11212	12" x 12"	14" x 14"	26" x 16"
MAV4004D11404	14" x 04"	16" x 06"	28" x 08"
MAV4004D11406	14" x 06"	16" x 08"	28" x 10"
MAV4004D11408	14" x 08"	16" x 10"	28" x 12"
MAV4004D11410	14" x 10"	16" x 12"	28" x 14"
MAV4004D11412	14" x 12"	16" x 14"	28" x 16"
MAV4004D11414	14" x 14"	16" x 16"	28" x 18"
MAV4004D11606	16" x 06"	18" x 08"	28" x 10"
MAV4004D11608	16" x 08"	18" x 10"	28" x 12"
MAV4004D11610	16" x 10"	18" x 12"	28" x 14"
MAV4004D11612	16" x 12"	18" x 14"	28" x 16"
MAV4004D11614	16" x 14"	18" x 16"	28" x 18"
MAV4004D11806	18" x 06"	20" x 08"	30" x 10"
MAV4004D11808	18" x 08"	20" x 10"	30" x 12"
MAV4004D11810	18" x 10"	20" x 12"	30" x 14"
MAV4004D11812	18" x 12"	20" x 14"	30" x 16"
MAV4004D11814	18" x 14"	20" x 16"	30" x 18"
MAV4004D12006	20" x 06"	22" x 08"	32" x 10"
MAV4004D12008	20" x 08"	22" x 10"	32" x 12"
MAV4004D12010	20" x 10"	22" x 12"	32" x 14"
MAV4004D12012	20" x 12"	22" x 14"	32" x 16"
MAV4004D12014	20" x 14"	22" x 16"	32" x 18"
MAV4004D12612	26" x 12"	26" x 14"	36" x 08"
MAV4004D12614	26" x 14"	26" x 16"	36" x 10"
MAV4004D12806	28" x 06"	30" x 08"	38" x 08"
MAV4004D12808	28" x 08"	30" x 10"	38" x 10"
MAV4004D12810	28" x 10"	30" x 12"	38" x 12"
MAV4004D12812	28" x 12"	30" x 14"	38" x 14"
MAV4004D12814	28" x 14"	30" x 16"	
MAV4004D13006	30" x 06"	32" x 08"	
MAV4004D13008	30" x 08"	32" x 10"	
MAV4004D13010	30" x 10"	32" x 12"	
MAV4004D13012	30" x 12"	32" x 14"	
MAV4004D13606	36" x 06"	36" x 08"	
MAV4004D13608	36" x 08"	36" x 10"	
MAV4004D13612	36" x 12"	36" x 14"	



LS4D-Curved Blade with Opposed Blade Damper



- Aluminum Construction
- Surface Mount Border 1
- Opposed Blade damper
- White Finish

Cross Reference	
Brand	Model
Titus	250-AA
Price	CVD
Nailor	51C-O 4A
Krueger	5180

LS4D- Curved Blade Supply			
Model Number	Face	Neck	Face
MAV4004D0606	06" x 06"	10" x 10"	08" x 08"
MAV4004D0808	08" x 08"	10" x 10"	10" x 10"
MAV4004D1010	10" x 10"	12" x 12"	12" x 12"
MAV4004D1212	12" x 12"	14" x 14"	14" x 14"
MAV4004D1414	14" x 14"	16" x 16"	16" x 16"



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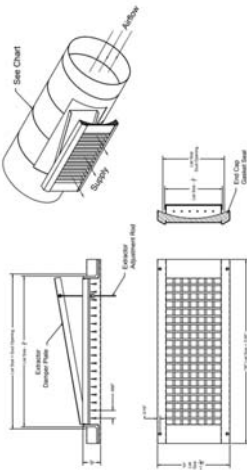


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**4004P- Universal Double Deflection Spiral Pipe Grille**

Aluminum Construction  
Surface Mount Border 1  
Extractor Damper Plate  
Mill Finish



Brand	Model
Titus	US300FL
Price	SDG
	Krueger
	5DMGDU

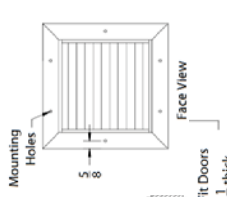
Model Number	Neck	Face
MA4004P11204	12" x 04"	14" x 06"
MA4004P11206	12" x 06"	14" x 08"
MA4004P11804	18" x 04"	20" x 06"
MA4004P11806	18" x 06"	20" x 08"
MA4004P12006	20" x 06"	22" x 08"

**DG- Door Grille**

Aluminum Construction  
Surface Mount Border1  
White Finish



**METALAIRE**

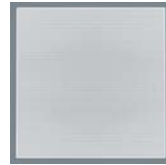


Brand	Model
Titus	CT-700L
Price	ATG1
Nailor	61DFD
Krueger	5600A

Model Number	Neck	Face
MADG1212	12" x 12"	14" x 14"
MADG1812	18" x 12"	20" x 14"
MADG1818	18" x 18"	20" x 20"
MADG2412	24" x 12"	26" x 14"
MADG2418	24" x 18"	26" x 20"
MADG2424	24" x 24"	26" x 26"

**SPRIB-Perforated Panel Return**

Steel Construction  
Lay-in border 6  
White Finish



**METALAIRE**



Model Number	Neck	Face
MASPRIB2412	22" x 10"	24" x 12"
MASPRIB2424	22" x 22"	24" x 24"

Brand	Model
Titus	PXP
Price	PFFE
Nailor	4302
Krueger	57670

**GREENHECK**

**Gravity Ventilators**

Extruded Aluminum Construction  
Integral bird screen  
Curb Cap Adaptor



Model	Diameter	Curb Cap	Separate Curb, If Required
GHGRS08	08"	19" x 19"	GHGP19
GHGRS10	10"	19" x 19"	GHGP19
GHGRS12	12"	22" x 22"	GHGP22
GHGRS16	16"	26" x 26"	GHGP26
GHGRS20	20"	30" x 30"	GHGP30
GHGRS24	24"	34" x 34"	GHGP34

**GREENHECK**

**Downblast Centrifugal Roof Mounted Fans**

Spun Aluminum  
120V/1PH Motor  
NEMA-1 Disconnect  
Bird screen  
Curb Cap



Model	Motor	CFM / Pressure	Curb Cap	Add Curb, If Required
GHG070	Direct	274 / 25" S.P.	17" x 17"	GHGP17
GHGR081	Belt	400 / 25" S.P.	19" x 19"	GHGP19
GHGR101	Belt	600 / 25" S.P.	19" x 19"	GHGP19
GHGR121	Belt	1,100 / 25" S.P.	19" x 19"	GHGP19



Model	Description
GHM51P1	Motor Starter Single Phase
GHMSAC132J40	Motor Starter 460V 3HP to 7.5 HP
GH15TA1HA	1-Stat Heating/Cooling up to 3/4 HP

**GREENHECK**

**Insulated Roof Curbs**

Steel Construction  
Insulation



Model	Curb O.D.	Curb I.D.	Fits Curb Cap
GHGP17	15.1/2" x 15.1/2"	12" x 12"	17" x 17"
GHGP19	17.1/2" x 17.1/2"	14" x 14"	19" x 19"
GHGP22	20.1/2" x 20.1/2"	17" x 17"	22" x 22"
GHGP26	24.1/2" x 24.1/2"	21" x 21"	26" x 26"
GHGP30	28.1/2" x 28.1/2"	25" x 25"	30" x 30"
GHGP34	32.1/2" x 32.1/2"	29" x 29"	34" x 34"

Model	Description
GHDTGPI1708	8" Tray for Roof Curb GPI-17
GHDTGPI1710	10" Tray for Roof Curb GPI-17
GHDTGPI1908	8" Tray for Roof Curb GPI-19
GHDTGPI1910	10" Tray for Roof Curb GPI-19
GHDTGPI1912	12" Tray for Roof Curb GPI-19
GHDTGPI2212	12" Tray for Roof Curb GPI-22
GHDTGPI2216	16" Tray for Roof Curb GPI-22
GHDTGPI3018	18" Tray for GPI-30
GHDTGPI3424	24" Tray for GPI-34

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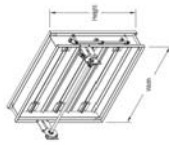
**GREENHECK**

**Combination Fire Smoke Dampers**

- Class 1 Rated
- Triple Groove Blade
- 12" Sleeve
- Double Retaining Angles-Loose



ESD211-Fire Smoke Damper	
Model	Size
GHFSD1212	12" x 12"
GHFSD1812	18" x 12"
GHFSD2412	24" x 12"



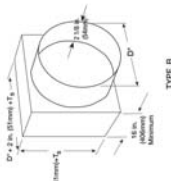
**GREENHECK**

**Round Combination Fire Smoke Dampers**

- Class 1 Rated
- Triple Groove Blade
- 12" Sleeve
- Double Retaining Angles-Loose
- Round Duct Adapter



Fire Smoke Damper	
Model	Size
GHFSDR06	06"
GHFSDR08	08"
GHFSDR10	10"
GHFSDR12	12"
GHFSDR14	14"



**GREENHECK**

**Backdraft Damper**

- Steel Construction
- Vinyl Blade Seals

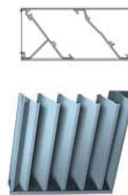


WD-100 Backdraft Damper	
Model	Size
GHWID10008	10" x 08"
GHWID10010	10" x 10"
GHWID10012	10" x 12"
GHBR302020	30" x 20"

**GREENHECK**

**Fixed Blade Louver**

- 4" Deep Fixed "J" Blade
- Extruded Aluminum Finish
- Mill Finish



**ESJ Fixed Blade Louver**

Model	Opening Size	Actual Size	Frame
GHEJ4011212	12" x 12"	11 3/4" x 11 3/4"	Channel
GHEJ4011818	18" x 18"	17 3/4" x 17 3/4"	Channel
GHEJ4012412	24" x 12"	23 3/4" x 23 3/4"	Channel
GHEJ4012424	24" x 24"	24 3/4" x 24 3/4"	Channel
GHEJ4011212F	12" x 12"	11 3/4" x 11 3/4"	Flange
GHEJ4011812F	18" x 12"	17 3/4" x 11 3/4"	Flange
GHEJ4011818F	18" x 18"	17 3/4" x 17 3/4"	Flange
GHEJ4012412F	24" x 12"	23 3/4" x 23 3/4"	Flange
GHEJ4012424F	24" x 24"	24 3/4" x 24 3/4"	Flange



Accessories	
Model	Description
GHFK1212	12" x 12" Flange Kit
GHFK1818	18" x 18" Flange Kit
GHFK2412	24" x 12" Flange Kit
GHFK2424	24" x 24" Flange Kit

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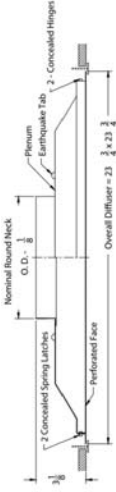
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**METALAIRE**

**7500R-Perforated Return- No Pattern Controller- Round**

- Steel Construction
- Lay-in border 6
- White Finish



**METALAIRE**

**7500R-STEEL-ROUND NECK**

Model Number	Neck	Face
MAY500R606061212	06"	12" x 12"
MAY500R606062424	06"	24" x 24"
MAY500R608082424	08"	24" x 24"
MAY500R610102424	10"	24" x 24"
MAY500R612122424	12"	24" x 24"
MAY500R614142424	14"	24" x 24"
MAY500R616122424	16"	24" x 24"
MAY500R618142424	18"	24" x 24"

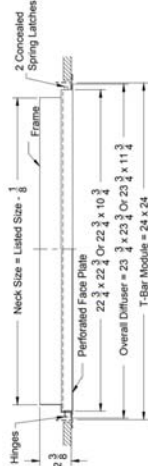
- Accessories**
- TBPF-Trim frames
- BDS-Steel butterfly dampers
- RDS-Steel radial dampers
- FGBP- Fiberglass backpan

Cross Reference	
Brand	Model
Titus	PAR
Nailor	PDDR
Krueger	4360
	S80P

**METALAIRE**

**7550R-Perforated Return-Square/Rectangular Neck**

- Steel Construction
- Lay-in border 6
- White Finish



**METALAIRE**

**7550R-STEEL-Square/Rectangular Neck**

Model Number	Neck	Face
TBRZ0200L1	18" x 18"	20" x 20"
MAY550R62412	22" x 10"	24" x 12"
MAY550R62424	22" x 22"	24" x 24"

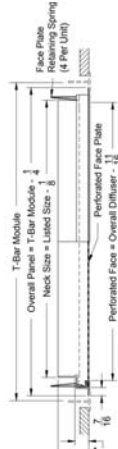
- Accessories**
- TBPF-Trim frames
- DM5R- Square to Rounds



**METALAIRE**

**7000R-Perforated Return-Square/Rectangular Neck**

- Aluminum Construction
- Lay-in border 6
- White Finish



**METALAIRE**

**7000R-ALUMINUM RETURN**

Model Number	Neck	Face
MAY7000R61212	10" x 10"	12" x 12"
MAY7000R62412	22" x 10"	24" x 12"
MAY7000R62424	22" x 22"	24" x 24"
MAY7000R6482424	48" x 22"	48" x 24"

- Accessories**
- TBPF-Trim frames
- DM5R- Square to rounds
- (Excludes 48" X24")

Cross Reference	
Brand	Model
Titus	PAR-AA
Nailor	APDDR
Krueger	6500
	SS80P

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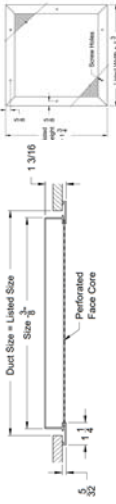
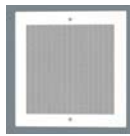
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**RPD- Perforated Return with Opposed Blade Damper**

Surface Mounted  
Aluminum Construction  
Opposed Blade Damper  
Surface Mount Border 1

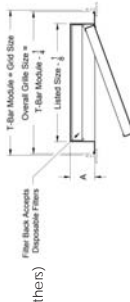
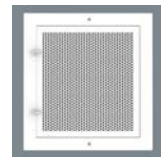


Model	Neck	Face
MARP0606	06" X 06"	08" X 08"
MARP0808	08" X 08"	10" X 10"
MARP1010	10" X 10"	12" X 12"
MARP1212	12" X 12"	14" X 14"

Cross Reference	
Brand	Model
Titus	8F
Price	10FF
Nallor	51PR-OA
Kuegler	S580P

**RPF- Perforated Return with Filter Frame**

Aluminum Construction  
1" Filter Frame (Filters by Others)  
Lay-in Border 6  
White Finish

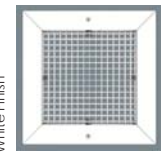


Model	Neck	Face
MARPF6202424	20" X 20"	12" X 12"
MARPF62412	22" X 10"	24" X 12"
MARPC64824	46" X 22"	48" X 24"

Cross Reference	
Brand	Model
Titus	8FF
Price	10FF
Nallor	51FB
Kuegler	S580P-5FF

**CC5-Aluminum Eggcrate**

1/2" x 1/2" x 1/2" Core  
Aluminum Construction  
Lay-in border 6  
White Finish

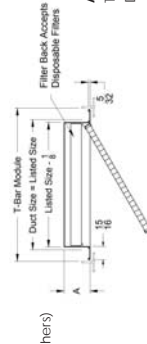
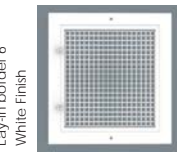


Model Number	Neck	Face
MACC561212	10" X 10"	12" X 12"
MACC562412	22" X 10"	24" X 12"
MACC562424	22" X 22"	24" X 24"
MACC564824	46" X 22"	48" X 24"

Cross Reference	
Brand	Model
Titus	50F
Price	80
Nallor	51EC
Kuegler	EGC5

**CC5F-Aluminum Filter Eggcrate**

1/2" x 1/2" x 1/2" Core  
1" filter frame (Filters by others)  
Aluminum Construction  
Lay-in border 6  
White Finish



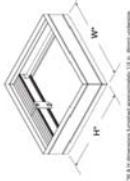
Model Number	Neck	Face
MACC5F62412	22" X 10"	24" X 12"
MACC5F6202424	20" X 20"	24" X 24"
MACC5F64824	46" X 22"	48" X 24"

Cross Reference	
Brand	Model
Titus	50FF
Price	80FF
Nallor	51FE
Kuegler	EGC55FF

**GREENHECK**

**Ceiling Radiation damper- Square/Rectangular**

Curtain Blade  
Galvanized Steel Construction  
3- Hour Rated

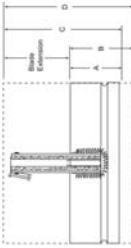


CPD-Square Radiation Damper	
Model	Size
GHC RD0210	22" X 10"
GHC RD602222	22" X 22"
GHC RB4	Thermal Blanket

**GREENHECK**

**Ceiling Radiation damper- Round**

Butterfly Blade  
Galvanized Steel Construction  
3- Hour Rated

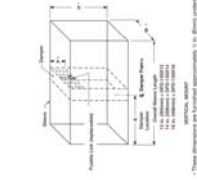


CPD-Round Radiation Damper	
Model	Size
GHC RD0206	06"
GHC RD08	08"
GHC RD210	10"
GHC RD212	12"
GHC RD214	14"
GHC USECRD	Fusible Link

**GREENHECK**

**Fire Dampers-Square/Rectangular**

Dynamic, 1 1/2 Hour Rated  
12" Integral Sleeve  
Double Retaining Angles-Loose

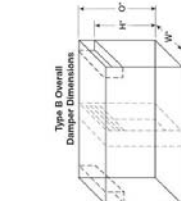


DFD-Dynamic Fire Dampers		
Model	Size	Style Orientation
GHDFA2424V	24" x 24"	A VERTICAL
GHDFOB0808V	08" x 08"	B VERTICAL
GHDFOB1010V	10" x 10"	B VERTICAL
GHDFOB1212V	12" x 12"	B VERTICAL
GHDFOB1414V	14" x 14"	B VERTICAL
GHDFOB1616V	16" x 16"	B VERTICAL
GHDFOB2412V	24" x 12"	B VERTICAL
GHDFOB0808H	08" x 08"	B HORIZONTAL
GHDFOB1010H	10" x 10"	B HORIZONTAL
GHDFOB1212H	12" x 12"	B HORIZONTAL
GHDFOB1414H	14" x 14"	B HORIZONTAL
GHDFOB1616H	16" x 16"	B HORIZONTAL
GHDFOB2412H	24" x 12"	B HORIZONTAL

**GREENHECK**

**Fire Dampers-Round**

Dynamic, 1 1/2 Hour Rated  
12" Integral Sleeve  
Double Retaining Angles-Loose



DFD-Dynamic Fire Dampers-Round		
Model	Size	Orientation
GHDFOB06V	06"	VERTICAL
GHDFOB08V	08"	VERTICAL
GHDFOB10V	10"	VERTICAL
GHDFOB12V	12"	VERTICAL
GHDFOB14V	14"	VERTICAL
GHDFOB06H	06"	HORIZONTAL
GHDFOB08H	08"	HORIZONTAL
GHDFOB10H	10"	HORIZONTAL
GHDFOB12H	12"	HORIZONTAL
GHDFOB14H	14"	HORIZONTAL
GHCUSEFD	Fusible Link	

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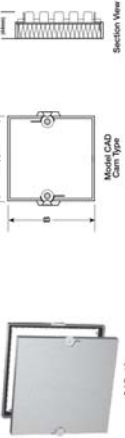
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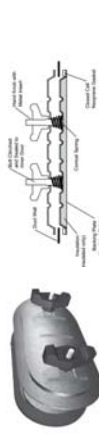
**CAM Lock Square Duct Access Door**

Galvanized steel  
1" Insulated Duct board  
White Finish



**Round Duct Insulated Access Door**

Galvanized Steel  
Close cell neoprene gasket  
Mill Finish



**MILM-Steel Plaster Access Door**

Galvanized steel  
CAM Latches  
White Finish



**Stainless Steel Plaster Access Door**

304 Stainless Steel  
CAM Latches  
White Finish



**Fire Rated Plaster Access Door**

Galvanized steel  
Prime Coat Finish



**GREENHECK**

Model	Size
GHCAD1006	06" x 06"
GHCAD1008	08" x 08"
GHCAD1010	10" x 10"
GHCAD1012	12" x 12"
GHCAD1014	14" x 14"
GHCAD1016	16" x 16"
GHCAD1018	18" x 18"
GHCAD1024	24" x 24"

**GREENHECK**

Model	Door Size	Duct Size
GHRAD06	08" x 04"	06"
GHRAD08	08" x 04"	08"
GHRAD10	12" x 08"	10"
GHRAD12	12" x 08"	12"
GHRAD14	12" x 08"	14"
GHRAD16	16" x 12"	16"
GHRAD18	16" x 12"	18"

**GREENHECK**

Model	Door	Overall	Latches
MILM0808	08" x 08"	9 1/2" x 9 1/2"	1
MILM1212	12" x 12"	13 1/2" x 13 1/2"	1
MILM1616	16" x 16"	17 1/2" x 17 1/2"	1
MILM1818	18" x 18"	19 1/2" x 19 1/2"	1
MILM2424	24" x 24"	25 1/2" x 25 1/2"	4

**MILCOR**

Model	Door	Overall	Latches
MILM1212SS	12" x 12"	13 1/2" x 13 1/2"	1

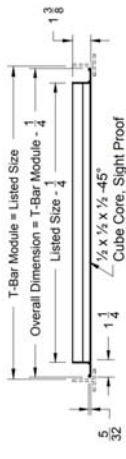
**MILCOR**

Model	Door	Overall	Latches
MILFR1212	12" x 12"	12 1/2" x 12 1/2"	1
MILFR1616	16" x 16"	16 1/2" x 16 1/2"	1
MILFR1818	18" x 18"	18 1/2" x 18 1/2"	1
MILFR2424	24" x 24"	21 1/2" x 21 1/2"	1

**METALAIRE**

**CC45-Sight-Proof Eggcrate**

45° Deflection 1/2" x 1/2" x 1/2" Core  
Aluminum Construction  
Lay-in border 6  
White Finish



Model Number	Neck	Face
MACC4561212	10" x 10"	12" x 12"
MACC4562412	22" x 10"	24" x 12"
MACC4562424	22" x 22"	24" x 24"

**METALAIRE CC5D-Eggcrate with Opposed Blade Damper - Surface Mount**

Aluminum Construction  
Surface Mount Border 1  
Opposed Blade damper  
White Finish

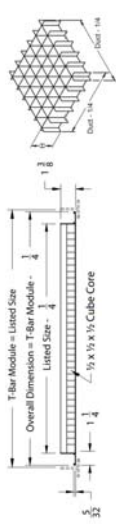


Model Number	Neck	Face
MACC5D0606	06" x 06"	08" x 08"
MACC5D0808	08" x 08"	10" x 10"
MACC5D1010	10" x 10"	12" x 12"
MACC5D1212	12" x 12"	14" x 14"
MACC5D1414	14" x 14"	16" x 16"
MACC5D1616	16" x 16"	18" x 18"
MACC5D1818	18" x 18"	20" x 20"

**METALAIRE**

**CRE510- Aluminum Eggcrate**

1/2" x 1/2" x 1" Core  
Aluminum Construction  
Lay-in border LT  
White Finish



Model Number	Neck	Face
MACC561212	10" x 10"	12" x 12"
MACC562412	22" x 10"	24" x 12"
MACC562424	22" x 22"	24" x 24"
MACC564824	46" x 22"	48" x 24"

**METALAIRE**

**LIEGG-PLASTIC EGGCRATE**

Aluminum Construction  
Lay-in border LT  
White Finish



Model Number	Neck	Face
MACC561212	10" x 10"	12" x 12"
MACC562412	22" x 10"	24" x 12"
MACC562424	22" x 22"	24" x 24"
MACC564824	46" x 22"	48" x 24"

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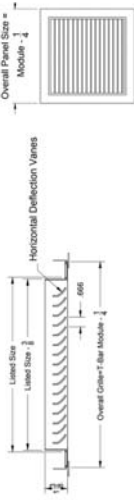
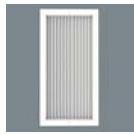
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**BARTOS**

**RH- Fixed 45° Louver Return**

Aluminum Construction  
Lay-in Border 6

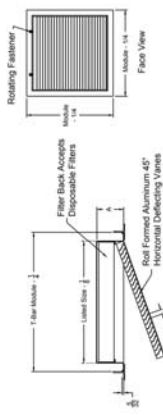
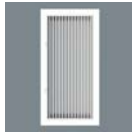


RH-Fixed Louver Return	
Model	Face
MARH61212	12" x 10"
MARH62412	22" x 10"
MARH62424	24" x 24"
MARH62412	46" x 22"
MARH62412	48" x 24"

Cross Reference	
Brand	Model
Titus	350FL
Price	630
Nallor	5145H
Krueger	S580

**RHF- Fixed 45° Louver Return with 1" Filter Frame**

Aluminum Construction  
1" Filter Frame (Filter by Others)  
Lay-in Border 6  
White Finish

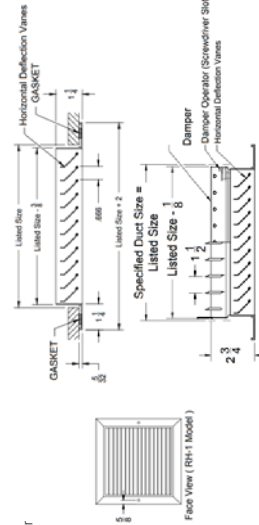


RHF-Fixed Louver Return		
Model	Neck	Face
MARHF6202424	20" x 20"	12" x 12"
MARHF62412	22" x 10"	24" x 12"
MARHF64824	46" x 22"	48" x 24"

Cross Reference	
Brand	Model
Titus	350FL1
Price	630FF
Nallor	51FBS45
Krueger	S580-5FF

**RHD- Fixed 45° Louver Return with Opposed Blade Damper**

Aluminum Construction  
Opposed Blade Damper  
Surface Mount Border 1  
White Finish



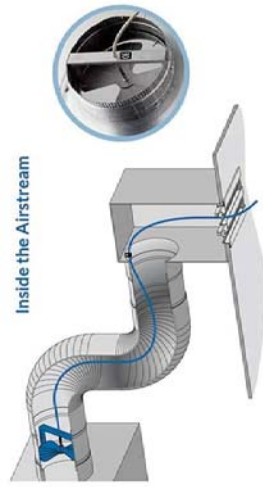
Cross Reference	
Brand	Model
Titus	350FL
Price	630
Nallor	5145H
Krueger	S580

RHD-Fixed Louver Return with Damper		
Model	Neck	Face
MARHD0606	06" x 06"	08" x 08"
MARHD0808	08" x 08"	10" x 10"
MARHD1010	10" x 10"	12" x 12"
MARHD1212	12" x 12"	14" x 14"
MARHD1414	14" x 14"	16" x 16"
MARHD1616	16" x 16"	18" x 18"
MARHD1818	18" x 18"	20" x 20"
MARHD2020	20" x 20"	22" x 22"



**Rototwist Cable Damper-Internal Mounted**

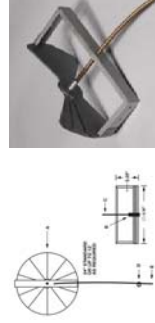
Radial Damper  
Internal Mounting  
6' Operating Cable



Inside the Airstream

RT-150 ROUND DAMPER	
Model	Size
MATR1615006	06"
MATR1615008	08"
MATR1615010	10"
MATR1615012	12"
MATR1615014	14"

Accessories	
Model	Description
MATA04	4' Cable
MATA08	8' Cable
MAT1027	Square to Square Coupling
MAT1012	Square to Round Coupling
MAT1048	Field Cut Cable End Square
MAT1014	1/4" Nut Driver



**Rototwist Cable Damper-External Mounted**

Radial Damper  
External Mounting  
10' Operating Cable  
Worm Gear Driver



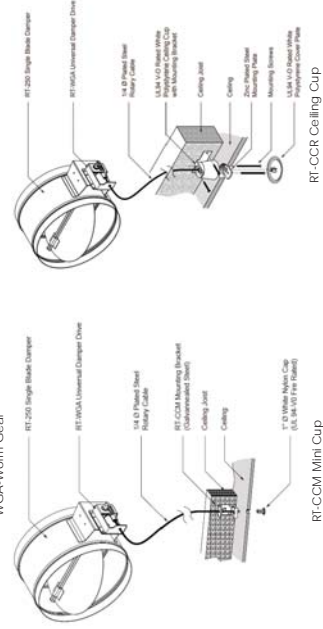
Outside the Airstream

RT-250 Damper Only	
Model	Size
MATR2500606	06"
MATR2500808	08"
MATR2501010	10"
MATR2501212	12"
MATR2501414	14"

Accessories—Operator and Termination	
Model	Size
MATRCCM	Worm Gear, 10' Cable, 1" Mini-CUP Termination



WGA-Worm Gear



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Square to Round Adapter's

Steel Construction  
Mill Finish



DMSR- Square to Round Adapters	
Model	Connection Inlet
DMSR0604	06" x 06" 04"
DMSR0606	06" x 06" 06"
DMSR0806	08" x 08" 06"
DMSR0808	08" x 08" 08"
DMSR0906	09" x 09" 06"
DMSR0908	09" x 09" 08"
DMSR0909	09" x 09" 09"
DMSR1006	10" x 10" 06"
DMSR1008	10" x 10" 08"
DMSR1010	10" x 10" 10"
DMSR1206	12" x 12" 06"
DMSR1208	12" x 12" 08"
DMSR1209	12" x 12" 09"
DMSR1210	12" x 12" 10"
DMSR1212	12" x 12" 12"
DMSR1408	14" x 14" 08"
DMSR1410	14" x 14" 10"
DMSR1412	14" x 14" 12"
DMSR1414	14" x 14" 14"
DMSR1506	15" x 15" 06"
DMSR1508	15" x 15" 08"
DMSR1510	15" x 15" 10"
DMSR1512	15" x 15" 12"
DMSR1514	15" x 15" 14"
DMSR1610	16" x 16" 10"
DMSR1612	16" x 16" 12"
DMSR1614	16" x 16" 14"
DMSR1616	16" x 16" 16"

DMSR- Square to Round Adapters	
Model	Connection Inlet
DMSR1808	18" x 18" 08"
DMSR1810	18" x 18" 10"
DMSR1812	18" x 18" 12"
DMSR1814	18" x 18" 14"
DMSR1816	18" x 18" 16"
DMSR1818	18" x 18" 18"
DMSR2008	20" x 20" 08"
DMSR2010	20" x 20" 10"
DMSR2012	20" x 20" 12"
DMSR2014	20" x 20" 14"
DMSR2016	20" x 20" 16"
DMSR2018	20" x 20" 18"
DMSR2206	22" x 22" 06"
DMSR2208	22" x 22" 08"
DMSR2210	22" x 22" 10"
DMSR2212	22" x 22" 12"
DMSR2214	22" x 22" 14"
DMSR2216	22" x 22" 16"
DMSR2218	22" x 22" 18"
DMSR2220	22" x 22" 20"
DMSR2222	22" x 22" 22"
DMSR2224	22" x 22" 24"
DMSR2226	22" x 22" 26"
DMSR2228	22" x 22" 28"
DMSR2230	22" x 22" 30"
DMSR2232	22" x 22" 32"
DMSR2234	22" x 22" 34"
DMSR2236	22" x 22" 36"
DMSR2238	22" x 22" 38"
DMSR2240	22" x 22" 40"
DMSR2242	22" x 22" 42"
DMSR2244	22" x 22" 44"
DMSR2246	22" x 22" 46"
DMSR2248	22" x 22" 48"
DMSR2250	22" x 22" 50"
DMSR2252	22" x 22" 52"
DMSR2254	22" x 22" 54"
DMSR2256	22" x 22" 56"
DMSR2258	22" x 22" 58"
DMSR2260	22" x 22" 60"
DMSR2262	22" x 22" 62"
DMSR2264	22" x 22" 64"
DMSR2266	22" x 22" 66"
DMSR2268	22" x 22" 68"
DMSR2270	22" x 22" 70"
DMSR2272	22" x 22" 72"
DMSR2274	22" x 22" 74"
DMSR2276	22" x 22" 76"
DMSR2278	22" x 22" 78"
DMSR2280	22" x 22" 80"
DMSR2282	22" x 22" 82"
DMSR2284	22" x 22" 84"
DMSR2286	22" x 22" 86"
DMSR2288	22" x 22" 88"
DMSR2290	22" x 22" 90"
DMSR2292	22" x 22" 92"
DMSR2294	22" x 22" 94"
DMSR2296	22" x 22" 96"
DMSR2298	22" x 22" 98"
DMSR2300	22" x 22" 100"

Round Control Damper's

Single Blade Damper  
Galvanized Steel

GCDR- Round Damper	
Model	Size
GHVCDR5006	06"
GHVCDR5008	08"
GHVCDR5010	10"
GHVCDR5012	12"

Ratings

Pressure: Up to 4 in. wg (1 kPa) - pressure differential  
Velocity: Up to 3,000 fpm (15.2 m/s)  
Temperature: Up to 250°F (121°C)

GREENHECK

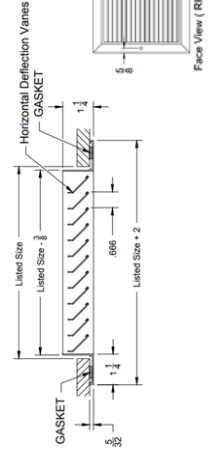
Round Control Damper



Diameter dimension furnished approximately 1/8 in. (3mm) undersize.  
Frame Length  
Diameter <= 14 in. (356mm), frame length is 8 1/2 in. (216mm).  
Diameter >14 in. (356mm), frame length is 11 1/2 in. (292mm)

METALAIRE

RH- Fixed 45° Louver Return



Aluminum Construction  
Surface Mount Border 1  
White Finish



RH-Aluminum Fixed Return		
Model	Neck	Face
MARH10806	10" x 06"	10" x 08"
MARH1006	10" x 06"	12" x 08"
MARH1008	10" x 08"	12" x 10"
MARH1206	12" x 06"	14" x 08"
MARH1208	12" x 08"	14" x 10"
MARH1210	12" x 10"	14" x 12"
MARH1406	14" x 06"	16" x 08"
MARH1408	14" x 08"	16" x 10"
MARH1410	14" x 10"	16" x 12"
MARH1412	14" x 12"	16" x 14"
MARH1606	16" x 06"	18" x 08"
MARH1608	16" x 08"	18" x 10"
MARH1610	16" x 10"	18" x 12"
MARH1612	16" x 12"	18" x 14"
MARH1806	18" x 06"	20" x 08"
MARH1808	18" x 08"	20" x 10"
MARH1810	18" x 10"	20" x 12"
MARH1812	18" x 12"	20" x 14"
MARH1814	18" x 14"	20" x 16"
MARH2006	20" x 06"	22" x 08"
MARH2008	20" x 08"	22" x 10"
MARH2010	20" x 10"	22" x 12"
MARH2012	20" x 12"	22" x 14"
MARH2014	20" x 14"	22" x 16"
MARH2016	20" x 16"	22" x 18"
MARH2206	22" x 06"	24" x 08"
MARH2208	22" x 08"	24" x 10"
MARH2210	22" x 10"	24" x 12"
MARH2212	22" x 12"	24" x 14"
MARH2214	22" x 14"	24" x 16"
MARH2216	22" x 16"	24" x 18"
MARH2218	22" x 18"	24" x 20"

RH-Aluminum Fixed Return		
Model	Neck	Face
MARH12406	24" x 06"	26" x 08"
MARH12408	24" x 08"	26" x 10"
MARH12410	24" x 10"	26" x 12"
MARH12412	24" x 12"	26" x 14"
MARH12414	24" x 14"	26" x 16"
MARH12416	24" x 16"	26" x 18"
MARH12418	24" x 18"	26" x 20"
MARH12420	24" x 20"	26" x 22"
MARH12424	24" x 22"	26" x 24"
MARH12608	26" x 08"	28" x 10"
MARH12610	26" x 10"	28" x 12"
MARH12612	26" x 12"	28" x 14"
MARH12614	26" x 14"	28" x 16"
MARH12616	26" x 16"	28" x 18"
MARH12618	26" x 18"	28" x 20"
MARH12620	26" x 20"	28" x 22"
MARH12624	26" x 22"	28" x 24"
MARH12810	28" x 10"	30" x 12"
MARH12812	28" x 12"	30" x 14"
MARH12814	28" x 14"	30" x 16"
MARH12816	28" x 16"	30" x 18"
MARH12818	28" x 18"	30" x 20"
MARH12820	28" x 20"	30" x 22"
MARH12824	28" x 22"	30" x 24"
MARH13012	30" x 12"	32" x 14"
MARH13014	30" x 14"	32" x 16"
MARH13016	30" x 16"	32" x 18"
MARH13018	30" x 18"	32" x 20"
MARH13020	30" x 20"	32" x 22"
MARH13030	30" x 30"	32" x 32"

Cross Reference	
Brand	Model
Titus	350FL
Pfizer	630
Nailor	5145H
Kuegger	5580

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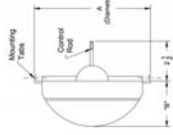


BDS- Steel Butterfly Damper

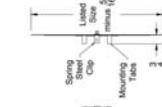


METALAIR®

BDS- Butterfly Damper	
Model	Size
MABDS6	06"
MABDS8	08"
MABDS10	10"
MABDS12	12"
MABDS14	14"



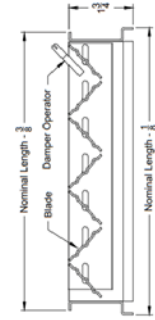
RSD- Steel Radial Damper



METALAIR®

RSD-Radial Damper	
Model	Size
MARS06	06"
MARS08	08"
MARS10	10"
MARS12	12"

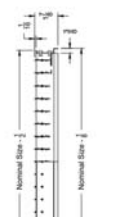
5DA- Aluminum Opposed Blade Damper (5500 Series Only)



METALAIR®

5DA- Opposed Blade Damper	
Model	Size
MAD5A0606	06" x 06"
MAD5A0909	09" x 09"
MAD5A1212	12" x 12"
MAD5A1515	15" x 15"
MAD5A1818	18" x 18"

OBDA- Aluminum Opposed Blade Damper



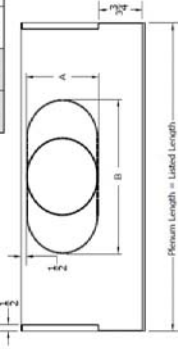
METALAIR®

OBDA- Opposed Blade Damper	
Model	Size
MAOBDA1010	10" x 10"
MAOBDA2210	22" x 10"
MAOBDA2222	22" x 22"

ROD- Face Operable Damper



Size	Type	A	B
6"	Round	5.78"	8.6116"
8"	Oval	5.78"	12.116"
10"	Oval	5.78"	15.116"



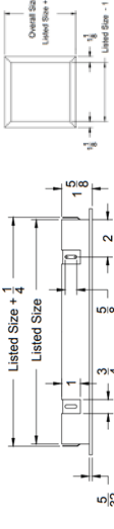
METALAIR®

ROD- Face Operable Damper	
Model	Size
MAROD06	06" ROUND
MAROD08	08" OVAL
MAROD10	10" OVAL
MAROD12	12" OVAL

TBPF- Trim Frames



TBPF- Trim Frames		
Model	Nominal	Overall
MATBPF1212	12" x 12"	13 3/16" x 13 3/16"
MATBPF2020	18" x 18"	21 1/2" x 21 1/2"
MATBPF2412	24" x 12"	25 3/16" x 13 3/16"
MATBPF2424	24" x 24"	25 3/16" x 25 3/16"
MATBPF4824	48" x 24"	49 3/16" x 25 3/16"



Miscellaneous Accessories

METALAIR®

Miscellaneous Accessories		
Model	Size	Description
MATGBP24	24" x 24"	Molded Insulation Blanket
MAINS24	24" x 24"	Batt Insulation Blanket
MABAF	-	Sectorizing Barflie
MAPAINT	-	Touch-Up Paint

DMRR- Round to Round Adapter

Steel Construction  
Mill Finish



DMRR- Round to Round Adapters		
Model	Inlet	Outlet
DMRR0604	06"	04"
DMRR0605	06"	05"
DMRR0806	08"	06"
DMRR0807	08"	07"
DMRR1008	10"	08"
DMRR1009	10"	09"
DMRR1210	12"	10"
DMRR1412	14"	12"
DMRR1514	15"	14"
DMRR1516R	15"	16"

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