

TIPS VENDOR AGREEMENT (JOC)

Between Trane US, Inc. 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 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. 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 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

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 85th 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 85th 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 Trane US, Inc.

Address 101 Matrix Commons Drive

City Fenton State MO Zip 63026

Phone 8779991647 Fax _____

Email of Authorized Representative randy.katz@trane.com

Name of Authorized Representative Randy Katz

Title Regional GM & VP

Signature of Authorized Representative 

Date 4/2/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

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 Trane 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

Trane Information

Address: 101 Matrix Commons Drive
Fenton, MO 63026
Phone: (636) 230-5036

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

Beau Reynolds

Signature

Submitted at 4/3/2020 11:01:23 AM

beau.reynolds@trane.com

Email

Supplier Note

We can provide updated line item pricing, if needed through an amendment via a later date.

Requested Attachments

Vendor Agreement

200201 Vendor Agreement JOC.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

200201 Vendor Agreement Signature Form - SIGNED.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

200201 Pricing Form.xlsx

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

200201 RS MEANS JOC Pricing Form - SIGNED.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

Reference Form JOC.xlsx

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

Trane Proposed Goods and Services.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. It 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

Warranty Information - 200201.pdf

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

Supplementary

Supplementary Info.pdf

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

COI TIPS RFQ 200201.pdf

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

red_chvac_png.png

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

200201 CIQ Form.pdf

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

CERTIFICATION OF CORPORATE OFFERER FORM - SIGNED.pdf

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

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

Disclosure of Lobbying Activities Standard Form - SIGNED.pdf

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

CONFIDENTIALITY_CLAIM_FORM - SIGNED.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

Trane Bonding Capacity Letter (2020).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

1	<p>Yes - No</p> <p>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.</p> <input data-bbox="110 283 305 321" type="text" value="No"/>
2	<p>Yes - No</p> <p>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 https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp</p> <p>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <input data-bbox="110 699 305 737" type="text" value="No"/>
3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <input data-bbox="110 861 305 898" type="text" value="No"/>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <input data-bbox="110 1022 1555 1060" type="text" value="AR, OK, KS, MO, IA, NE, IL"/>
5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>Trane® is a world leader in air conditioning systems, services and solutions. Trane helps customers succeed by providing innovative solutions that optimize indoor environments through a broad portfolio of energy-efficient heating, ventilating and air conditioning systems, building, contracting and energy services, parts support and advanced controls for homes and commercial buildings.</p> <p>Trane serves engineers, contractors and building owners on all continents and in an array of markets including education, healthcare, government, industrial/manufacturing, data centers, lodging, retail and commercial real estate. With more than 900 U.S. patents to date, Trane creates comfortable and energy-efficient environments around the world.</p> <p>Trane systems and services have a reputation for reliability, high quality and advanced innovation; and are available through a powerful distribution network. Trane employees and distributors are respected industry-wide for their skills and performance in designing, manufacturing, marketing and supporting commercial and residential systems.</p> <p>Today, the brand that began as a family business over a century ago employs thousands of dedicated women and men around the world. We are writing new chapters in our history of growth through service and innovation every working day.</p> <p>Make sure your buildings continue contributing to organizational goals year after year. Trane's broad service offering keeps HVAC systems and controls operating efficiently and reliably throughout the building's life cycle. All services are delivered by Trane's own OEM factory-trained technicians. For additional information, please visit www.trane.com or contact your local Commercial Sales Office.</p>

6	Primary Contact Name Primary Contact Name Michael Enderlin
7	Primary Contact Title Primary Contact Title Area General Manager
8	Primary Contact Email Primary Contact Email mnenderlin@trane.com
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 501-227-3009
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
12	Secondary Contact Name Secondary Contact Name Beau Reynolds
13	Secondary Contact Title Secondary Contact Title Account Executive
14	Secondary Contact Email Secondary Contact Email beau.reynolds@trane.com
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 501-227-3009
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="501-366-4252"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Marina Vujevic"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="MarinaVujevic@tranetechnologies.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6363053622"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Heather Ames"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="Heather.Ames@tranetechnologies.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="479-725-3675"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.trane.com"/>
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25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="25-0900465"/>
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26	Primary Address Primary Address <input type="text" value="101 Matrix Commons Drive"/>
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27	Primary Address City Primary Address City <input type="text" value="Fenton"/>
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28	Primary Address State
	Primary Address State (2 Digit Abbreviation)
	<input type="text" value="MO"/>

29	Primary Address Zip
	Primary Address Zip
	<input type="text" value="63026"/>

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.)
	<input type="text" value="HVAC, HVAC-R, Heating Ventilation and Air Conditioning, Refrigeration, maintenance, preventative maintenance, emergency service, remote monitoring, chillers, rooftop unit, boilers, rooftop equipment, VRF, Variable Refrigerant Flow, Mini Split, ductless split, split system, cooling towers, chiller plant, air handling unit, central plant, doas, dedicated outdoor air system, vav, Variable air volume, energy optimization, controls, building automation system, service agreement, recommissioning, mechanical service, operations and maintenance, facility audit, remote services, 24-hour service, off-site monitoring, energy monitoring, refrigerant, indoor air quality, mechanical analysis, variable speed drive, remote system diagnostics, vibration testing, direct digital controls, fume hoods, automatic temperature controls, remote system operations, Trane, Mitsubishi, energy management, controls, turnkey"/>

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?
	<p>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.</p> <p>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?</p> <input type="text" value="Yes"/>

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?
	<input type="text" value="Yes"/>

3 3	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="Davidson"/>

3 4	Company Residence (State)
	Vendor's principal place of business is in the state of? <input type="text" value="North Carolina"/>

3 5	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.

3 6	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. <input type="text" value="Yes"/>

3 7	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. <input type="text" value="1.2"/>

3 8	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. <input type="text" value="1.5"/>

3 9	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. <input type="text" value="40%"/>

4 0	Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work? <input type="text" value="Yes"/>
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4 1	Years Experience Company years experience in this category? <input type="text" value="107"/>
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4 2	Right of Refusal 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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4 3	NON-COLLUSIVE BIDDING CERTIFICATE 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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4 4	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? 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: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf 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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4
5 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
6 **Regulatory Standing**

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.

4
7 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
8 **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 2 CFR PART 200 Contract Provisions Explanation

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 3 2 CFR PART 200 Contracts

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 4 2 CFR PART 200 Termination

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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5

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?

5
6

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?

5
7

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.

6
2

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.

YES

6
3

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?

6 Remedies

6

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?

69 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. 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?

70 Alternative Dispute Resolution Explanation of No Answer

71 Infringement(s)

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?

72 Infringement(s) Explanation of No Answer

73 Acts or Omissions

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?

74 Acts or Omissions Explanation of No Answer

7
5

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.

7
6

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?

7 Insurance and Fingerprint Requirements Information

7 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 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.

A. Firm is a publicly held corporation.

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

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. 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.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of Sunset Hills - MO	Eric Sterman	esterman@sunset-hills.com	314-272-2462
Paw Paw CUSD 271 - IL	Steve Epperson	sepperson@2paws.net	815-627-2671 x230
City of Wentzville - MO	Jeff Lenk	Jeff.Lenk@wentzvillemo.org	636-327-5101
Wentzville R-IV School District - MO	John Blanton	johnblanton@wsdr4.org	636-327-3800 x20329
City of Festus - MO	Jim Tindall	jim.tindall@cityoffestus.org	636-937-6646 x108
Pulaski County - AR	Terry Gibson	tgibson@pulaskicounty.net	501-340-8326
North Little Rock School District - AR	Herrel Hatch	hatchh@nlrsd.org	501-366-6696

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Trane U.S. Inc.
(Name of Corporation)

I, certify that I am the Secretary of Trane U.S. Inc., Jay A. Kopp
(Name of Corporate Secretary)
ASSISTANT

the Corporation named as OFFERER herein above; that

Randy Katz
(Name of person who completed proposal document)

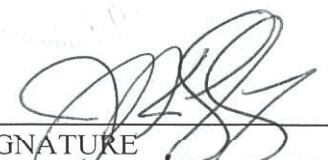
who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Regional General Manager and Vice President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL


SIGNATURE
JAY A. KOPP, ASSISTANT SECRETARY

March 16, 2020
DATE

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.

Trane US, Inc.

Name of company

Scott Hardwick / Area Manager – Comprehensive Solutions & Energy Services

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

101 Matrix Commons Dr Fenton MO 63026

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 Scott Hardwick Date 3-20-2020



January 8, 2020

Re: Trane U.S. Inc. – Surety Bond Capacity

To Whom It May Concern:

Travelers Casualty and Surety Company of America, a corporation under the laws of the State of Connecticut, with an office and place of business located at One Tower Square, Hartford, CT 06183, represents Trane U.S. Inc. for its surety bonding needs. As of the date of this writing, Trane U.S. Inc. remains in good standing with Travelers Casualty and Surety Company of America, which is affording continued surety credit for bonded obligations with single project sizes up to \$100,000,000 within an aggregate bonded surety program of \$300,000,000.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of Travelers Casualty and Surety Company of America's past experience and confidence in the firm. Travelers Casualty and Surety Company of America reserves the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Jessica Iannotta, Attorney-in-Fact
Travelers Casualty and Surety Company of America
A++ (Superior) by A. M. Best Financial Size Category XV





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Iannotta** of **MORRISTOWN New Jersey**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **January**, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONNECTICUT 06183
FINANCIAL STATEMENT AS OF DECEMBER 31, 2018
CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 36,728,596	UNEARNED PREMIUMS	\$ 979,007,378
BONDS	3,507,432,239	LOSSES	750,995,504
STOCKS	294,199,598	LOSS ADJUSTMENT EXPENSES	166,673,871
INVESTMENT INCOME DUE AND ACCRUED	38,287,129	COMMISSIONS	45,868,584
OTHER INVESTED ASSETS	3,507,839	TAXES, LICENSES AND FEES	14,584,663
PREMIUM BALANCES	250,478,792	OTHER EXPENSES	43,858,534
NET DEFERRED TAX ASSET	48,781,239	CURRENT FEDERAL AND FOREIGN INCOME TAXES	10,143,037
REINSURANCE RECOVERABLE	29,278,755	REMITTANCES AND ITEMS NOT ALLOCATED	21,277,153
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	14,277,262	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	30,289,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	27,813,268	RETROACTIVE REINSURANCE RESERVE ASSUMED	810,360
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,488	POLICYHOLDER DIVIDENDS	10,410,755
OTHER ASSETS	4,936,229	PROVISION FOR REINSURANCE	7,641,356
		ADVANCE PREMIUM	1,608,777
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	868,002
		PAYABLE FOR SECURITIES LENDING	14,277,262
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,469,976
		OTHER ACCRUED EXPENSES AND LIABILITIES	335,489
		TOTAL LIABILITIES	\$ 2,145,120,254
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,670,943,418
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,111,227,178
TOTAL ASSETS	\$ 4,256,347,432	TOTAL LIABILITIES & SURPLUS	\$ 4,256,347,432

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2018.

Michael J. Doody

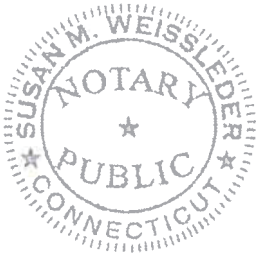
VICE PRESIDENT, FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
28TH DAY OF MARCH, 2019

Susan M. Weissleder

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Kevin Mashavejian PHONE (A/C. No. Ext): (212) 345 7115 E-MAIL ADDRESS: Kevin.Mashavejian@marsh.com	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Trane U.S. Inc. 10303 Colonel Glenn Road Suite 1-O Little Rock, AR 72204 United States	COMPANY A: ACE Property & Casualty Insurance Co		20699
	COMPANY B: National Union Fire Insurance Company of Pittsburgh, PA		19445
	COMPANY C: Travelers Indemnity Co of America		25666
	COMPANY D: Travelers Property Casualty Co of Amer		25674

COVERAGES **CERTIFICATE NUMBER:** 544041 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Time Element Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 6412199	4/17/2019	4/17/2020	EACH OCCURRENCE	\$7,500,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000.00
							MED EXP (Any one person)	\$10,000.00
							PERSONAL & ADV INJURY	\$7,500,000.00
							GENERAL AGGREGATE	\$7,500,000.00
							PRODUCTS - COMP/OP AGG	\$7,500,000.00
								\$
B B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> PHYSICAL DAMAGE/SELF <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS APD - Self Insured			CA4993127 (AOS) CA4993128 (MA) CA4993129 (VA)	4/17/2019 4/17/2019 4/17/2019	4/17/2020 4/17/2020 4/17/2020	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000.00
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G27968740 004	4/17/2019	4/17/2020	EACH OCCURRENCE	\$5,000,000.00
							AGGREGATE	\$5,000,000.00
								\$
C C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			UB-8M35413A-19-51-K (AOS) UB-9L048059-19-51-D (MN) UB-8M370386-19-51-R (AZ, MA, OR, WI) TWXJUB-7434L45A-19 (OH)	4/17/2019 4/17/2019 4/17/2019 4/17/2019	4/17/2020 4/17/2020 4/17/2020 4/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$3,000,000.00
							E.L. DISEASE - EA EMPLOYEE	\$3,000,000.00
							E.L. DISEASE - POLICY LIMIT	\$3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER The Interlocal Purchasing System (TIPS) 4845 US HWY 271 North Pittsburg, TX 75686 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Kevin Mashavejian



ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. 10303 Colonel Glenn Road Suite 1-O Little Rock, AR 72204 United States
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Job Description: Service Agreement

For questions regarding this certificate of insurance contact: Alan Saffle Email: Alan.Saffle@tranetechnologies.com
Phone: 501-519-3858

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.

Trane US, Inc.

800-E Beaty St. Davidson, NC 28036

Name/Address of Organization

Brian Jones/VP Government Affairs

Name/Title of Submitting Official



Signature

3/20/2020
Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known?</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">N/A</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p> <p style="text-align: center;">N/A</p>	<p>7. Federal Program Name / Description:</p> <p style="text-align: center;">N/A</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">N/A</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p> <p style="text-align: center;">N/A</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: Beau Reynolds</p> <p>Title: Account Executive</p> <p>Telephone No: 501-366-4252 Date: 03/20/20</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

Warranty – Contract Language

Trane U.S. Inc. provides the following Warranty language as part of any contracting project.

Workmanship and Equipment Warranty. Trane warrants that, for a period of one year from the date of Final Completion (the “Warranty Period”), Trane-manufactured equipment installed hereunder and the installation work included within the Services (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane’s catalogs and bulletins. Notwithstanding the foregoing, with respect to Service Elements identified in Exhibit B.1 (Certificate of Substantial Completion and Acceptance), Trane shall have the option of commencing the Warranty Period upon the date of Substantial Completion with respect to such Service Element. For Trane-manufactured equipment not installed by Trane the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer.

Warranty Remedy. If Customer files a claim with respect to a defect in Trane-manufactured equipment or the installation work within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full. Trane’s sole liability and Customer’s sole and exclusive remedy with respect to any warranty claim shall be limited, at Trane’s option, to Trane’s cost to correct the defective equipment or work and/or replace equipment shown to be defective. Trane’s warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

The foregoing does not apply to Performance Period Services and the warranties for Performance Period Services are separately stated on Exhibit G of this Agreement.

THE WARRANTY, LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Start Up & Equipment Warranty

Trane U.S. Inc. certifies the following for HVAC mechanical equipment, energy management system equipment, and electrical equipment proposed for any contracting project.

- A (1) one-year manufacturer's warranty on all proposed equipment shall be provided. Trane Service will perform warranty service and administration activities. This may include any or all of the following: on-site labor, parts procurement and/or technical supervision. The warranty period shall begin on the completion date or phase of the project. The mechanical system design, energy management system design, installation practices, and operation and maintenance practices shall not void the manufacturer's warranty. In the event that any warranty is voided during the warranty period, except for those acts demonstrated to be caused by negligence or willful misconduct by the District or District staff, complete repair or replacement will be provided at no additional cost to the owner.

- Factory-authorized startup will be provided for any proposed equipment. Factory- authorized service technicians will perform preventive maintenance and repair which are in accordance with recommended practices by the manufacturer during the warranty period.



TRANE[®]

LET'S GO BEYOND[™]

Building Service Offerings

Trane Building Services[™] provides a wide range of offerings that enable you to enjoy the highest levels of performance from the systems in your facility. Whether you're installing new equipment, maintaining an existing system or completely upgrading your infrastructure, Trane Building Services can provide exactly the expertise you need.

SERVICE



- Factory-trained OEM Technicians
- Equipment and Controls
- Non-Trane Equipment Service: Towers, Chillers, Unitary & Terminal Equipment
- 24/7 Service Support

CONTROLS



- Enterprise Web-Based Building Automation Systems
- Factory Mounted & Tested
- Field Installed
- Open Protocol - LON & BACnet
- Energy Management Services
- System Integrations

EQUIPMENT



- Chillers
- Air Handlers
- Fan Coils/Blower Coils
- VAV Boxes
- Outside Air Units
- Cooling Towers
- VRF
- Germicidal Filtration
- UV Lighting

ENERGY SERVICES



- Performance-Based Energy Projects
- Utility Rebate Facilitation
- System/Building Optimization
- Continual Commissioning
- Energy Modeling/Analysis
- Intelligent Services

RENTAL SERVICES



- Cooling Contingency Planning
- Turnkey Installation
- Equipment:
 - Chillers
 - DX Package Units
 - Air Side
 - Generators

TURNKEY SERVICES



- Planned Equipment Replacement
- HVAC System Upgrades & Renovations
- Systems Engineering & Energy Modeling
- Lifecycle Cost Analysis
- Asset Planning

FACTORY & LOCAL TRAINING



- General HVAC
- Equipment
- Controls
- Engineering Newsletter
- Custom On-Site

SUPPLY



- Replacement
- OEM Parts
- Spot Coolers
- Filtration
- Tools
- Refrigerant



Sustain with Trane®

Turn to Trane for Professional Service and Support

Trane is known for delivering cutting-edge products that offer the highest efficiency, lowest emissions, most reliable performance and proven technology. That's why when it comes to servicing your Trane CenTraVac® chiller, consider the significant advantage of maintaining this asset with a Trane Service Agreement, and a skilled Trane Service Technician.

Here are just some of the benefits of establishing an ongoing service relationship with Trane – the original equipment manufacturer – for the service, maintenance and operation of your machines.

Only Trane Service can provide:

- Recording and tracking of all Refrigerant Management Activity performed by Trane
- Trane Service Technicians (factory authorized)
- Original start-up documentation and Performance Data Records
- Chiller Operating Logs

Predictive Services to be more proactive:

- Advanced Diagnostics using our KestrelView™ Service Tool
- Vibration Analysis – a proven method for detecting the earliest onset of System Degradation before it results in costly downtime and emergency repairs. Trane's Predictive Maintenance using Vibration Analysis leverages Augury®, the Leader in Machine Health through AI and the IoT
- Chemical Lab Reports (oil analysis)
- Trane Intelligent Services – Data-Driven Services that provide Real Time Performance Insight, improve System and Energy Efficiency, and offer greater Visibility and control over your building

Trane Exclusive Upgrades:

- Factory R'newal or Refrigerant Conversion – Updates equipment with the latest technologies and restores vital components to original operating conditions at a fraction of the cost of a full system replacement
- AdaptiView Chiller Control Panel upgrade –check for existing controller obsolescence and evaluate benefits of enhanced chiller control, data, trends, reporting, diagnostics and connectivity capabilities available with AdaptiView

Asset Planning Services:

- Equipment Lifecycle Analysis and System Optimization Strategies
- Capitol and Operational Expenditure budget planning assistance
- Contingency Planning Services for temporary or emergency heating, cooling, and power generation



TRANE®

LET'S GO BEYOND™



Products and Systems Solutions Line Card

Water-Cooled Chillers



Model CGWR
Scroll Compressors - 20 thru 70 Tons; R-410a

Series R Model RTWD
Helical Rotary Compressor - 80 thru 250 Tons; Dual refrigerant, R-134a or next gen R-513a

Optimus™ Model RTHD
Optional Variable Speed Helical Rotary Compressor - 150 thru 450 Tons; R-134a

Model CICA
Scroll Modular Chiller, up to 10 unit array; 20 thru 50 tons, ASHRAE 90.1-2013 Compliant, R-410A

Model CICB
Scroll Chiller, 30 ton capacity, expandable 10x. <15 HP/circuit (NYC HP operator code), ASHRAE 90.1-2013 Compliant, R-410A

Centrifugal Chillers

**Series S Model CVHS
CenTraVac® Chiller**
Oil-Free Compressor - 180 thru 390 Tons, R-123; or 180 thru 350 Tons, R-514A

Model CVHE CenTraVac Chiller
3-Stage Compressor - 120 thru 500 Tons; R-123 or R-514A

Model CVHF CenTraVac Chiller
2-Stage Compressor - 325 thru 2000 Tons; R-123 or R-514A

Model CVHL CenTraVac Chiller
Compressor for Elevated Chilled Water Temperatures - 400 thru 1800 Tons; R-123 or R-514A

Model CDHF CenTraVac Chiller
Multi-Stage Dual Compressor - 1500 thru 3950 Tons; R-123 or R-514A

Model CVHH CenTraVac Chiller
Multi-stage, Dual Compressor, 900 thru 2000 Tons; R-123/3zd

Model CDHH CenTraVac Chiller
Multi-stage, Dual Compressor 1800 thru 4000 Tons; R-123/3zd

Model HDWA Agility™ Chiller
175 to 425 ton - 60 Hz, 50 Hz using either R-513A or R-134A

Air-Cooled Chillers



Model CCAR
Scroll Compressor with Air-Cooled Condenser; 20 thru 70 Tons; R-410a

Model RTUD
Helical Rotary Compressor with Air-Cooled Condenser - 80 thru 250 Tons; R-134a

Model CGAM
Scroll Compressor - 20 thru 130 Tons; R-410a

Series R RTAC
Helical Rotary Chiller - 140 thru 500 Tons; R-134a

Sintesis™ Model RTAF
Variable Speed Helical Rotary Compressor - 110 thru 500 Tons; R-134a or next gen R-513a

Stealth™ Model RTAE
Variable Speed Helical Rotary Compressor - 150 thru 300 Tons; Up to 20 IPLV, As low as 92 dBA, R-134a

Trane Earthwise™ Systems

Prepackaged Equipment & Controls
Intelligent VAV, Thermal Ice Storage,
Central Geothermal, Low Temp/Low Flow

Air Handling Systems



**Compact Vertical Blower Coil
Model BCCD**
Indoor; 800-2000 CFM; ECM Motors,
Factory-Engineered & Mounted Controls

Blower Coil Model BCHD/BCVD
Indoor; 400 thru 3000 CFM; ECM motors;
Factory-Engineered & Mounted Controls

**Performance Climate Changer
Model UCCA**
Indoor or Outdoor; 1500 thru 15000
CFM; 2" R-13 Foam Insulated Panels;
Factory-Engineered & Mounted Controls

**Performance Climate Changer
Model CSSA**
Indoor & Outdoor; 1500 thru 60000
CFM; 2" R-13 Foam Insulated Panels;
Factory-Engineered & Mounted Controls

**Performance Climate Changer™
Model PSCA**
Indoor & Outdoor; 1,500 to 60,000
CFM, 2" or 3" R-13 Foam Insulated
Panels, Variable Aspect Ratio
Configurable

Trane Custom
Indoor & Outdoor; 1500 thru 200000
CFM; -12.0 to +12.0 inches w.g; Thermal
Performance with R-Values up to 25

Terminal Products



CoolSense™ Terminal Unit
Up to 1300 CFM; Variable speed ECM or
constant-fan speed; No heat, modulating
hot-water heat, staged electric heat, or
modulating (SCR) electric heat; factory-
mounted Tracer UC400 controller
(available with Air-Fi wireless)

VariTrane™ Model VC*F
Single Duct Variable Air Volume Boxes;
225 thru 8000 CFM

VariTrane Model VDDF
Dual Duct Variable Air Volume Boxes;
350 thru 4000 CFM

VariTrane Model VF**
Fan-Powered Variable Air Volume Boxes;
350 thru 4000 CFM; Parallel or Series
Configuration

VariTrane Model LF**
Low Height Fan-Powered Variable Air
Volume Boxes; 350 thru 4000 CFM;
Parallel or Series Configuration

VariTrane Model VRRF
Round Inlet/Round Outlet RetroFit
Variable Air Volume Boxes; 225 thru
4000 CFM

Model VUVE
Vertical Unit Ventilators; 750 thru 1500 CFM

Model HUVV
Horizontal Unit Ventilators; 750 thru
2000 CFM

UniTrane™ Model FC*B
Fan Coil; 200 thru 1200 CFM

Force-Flo™ Model FF*B
Cabinet Heater; 200 thru 1200 CFM

Model UHS/UHP
Propeller Unit Heaters; Hydronic & Steam

**Model UHWA/UHAA/
UHRA/UHXA/UHEC/UHCA**
Electric Unit Heaters

Indoor Gas Heating Units
Unit Heaters & Duct Furnaces

Packaged Rooftops



Impack®
Cooling, Gas/Electric, & Heat Pump; 1.5
thru 5 Tons

**Precedent™ 17 Plus Packaged
Rooftops**
Cooling & Gas/Electric; 17 SEER; 3 thru
5 Tons



Precedent & Precedent with eFlex™
Cooling, Gas/Electric, Air-Source or
Water-Source Heat Pump; eFlex Variable
Speed Compressor; 3 thru 17.5 Tons

Voyager™ & Voyager with eFlex
Cooling, Gas/Electric, Air-Source or
Water-Source Heat Pump, eFlex Variable
Speed Compressor, 12.5 thru 25 Tons;
eFlex 12.5 thru 17.5 Tons

Foundation™
Cooling, Gas/Electric; Adapts to Trane and
Competitors Roof Curbs; 3 thru 25 Tons

Voyager Commercial
Cooling, Gas/Electric; eStage™
Multi-Stage Compressors, 27.5 thru
50 Tons

IntelliPak™ I
Cooling, Gas/Electric, Hot Water, Steam;
20 thru 130 Tons; Available with eFlex
Variable Speed Compressor available for
40 thru 75 Tons

IntelliPak II
Cooling, Gas/Electric, Hot Water, Steam;
Air-Cooled and Evaporative Condenser;
90 thru 162 Tons; Available with eFlex
Variable Speed Compressor available for
90-150 Tons

IntelliPak™ with Symbio™ 800
Cooling, Gas/Electric, Hot Water, Steam;
Air-Cooled and Evaporative Condenser;
20 thru 75 Tons; Available with eFlex
Variable Speed Compressor

Dedicated Outdoor Air Rooftops



Horizon™ Model OA
Packaged Outdoor Air Units; Cooling,
Gas/Electric, Air-Source or Water-Source
Heat Pump; Heat Recovery; 500 thru
25,000 CFM. 80T.

Heat-Up Air Gas Making Units

Model DFIA/DFOA
Direct Fired Make-Up Air Units; Indoor
& Outdoor; 225 thru 9075 MBH

Model GSAA
Indoor Gas-Fired Make-Up Air Handlers;
Standard & High Efficiency; 100 thru
1200 MBH

Model GRAA
Outdoor Gas-Fired Make-Up Air
Handlers; 100 thru 1200 MBH

Model AHOA
Packaged Air Handlers; Cooling,
Make-Up Air, & Ventilation

Split Systems



Split Systems
Cooling & Heat Pump; Gas, Electric, or
Hot Water Heat; 1.5 thru 5 Tons

Odyssey™ Split Systems
Cooling & Heat Pump; Electric, Hot
Water, Steam Heat; 6 thru 25 Tons

Model RAUJ
Air-Cooled Condensing Units; Available
with Remote Chiller Evaporators; 20 thru
120 Tons

Model CAUJ
Air-Cooled Condensers; 20 thru 120 Tons

Self-Contained Systems



IntelliPak Modular Series
Commercial, Self-Contained Units;
Water-Cooled or Air-Cooled; 20 thru 35
Tons

IntelliPak Signature Series
Commercial, Self-Contained Units; 20
thru 110 Tons (Water-Cooled); 20 thru
60 Tons (Air-Cooled)

Water-Source Heat Pumps



Axiom™ Model GEH/GEV
1/2 thru 15 Tons (Horizontal); 1/2 thru 25 Tons (Vertical)

Axiom Model EXH/EXV
High-Efficiency; ECM Motors; 1.5 thru 6 Tons

Axiom Model DXH/DXV
High-Efficiency 2-Stage; ECM Motors; 2-Stage Compressor; 2 thru 6 Tons

Axiom Model VSH/VSV
High-Efficiency Variable Speed; ECM Motors; Variable Speed Compressor; 2 thru 5 Tons



Axiom Model GEC
High-Efficiency Console; 1/2 thru 1.5 Tons



Axiom Model GET
High-Efficiency Vertical Stack; 3/4 thru 3 Tons



Axiom Model EXW
Water to Water 5 thru 20 Tons

ProSpace™ Ductless Solutions



Packaged Terminal Air Conditioner
Model PTAC; 7, 9, 12, 15 MBH; As low as 48 dBA

Single Zone



M&P Series
M-Series and P-Series work in extreme climates. SEER ratings up to 33.1.

Multi Zone - MZ Series



High Wall Mounted
9, 12, 18, 24, 30, 36 MBH



Concealed Duct (Horizontal)
8.5, 11.9, 15.3, 20.4, 23.8 MBH; 16 SEER; ESP up to 0.06 in.HO



Cassette
12, 14.4, 22.8 MBH



Console
9, 12, 18 MBH



Floor/Ceiling
8.5, 11.9, 17, 22.8 MBH

Variable Refrigerant Flow



City Multi Y-Series (Heat Pump)
Air-source, water-source. 6 – 30T. Three-phase power.



City Multi R2-Series (Heat Recovery)
Air source, water source. Simultaneous cooling & heating through branch circuit controller. 6 – 28T. Three-phase power.



City Multi VRF
Trane-Mitsubishi Electric VRF in range of tonnage capacities. Smaller mini or larger modular units. Heat pump or heat recovery configurations.

Indoor Units



Slim One-Way
7.5, 9.5, 12 MBH



Mini Four-Way
5, 7.5, 9.5, 12, 18, 20 MBH



Four-Way
9, 12, 18, 24, 30, 36, 48 MBH



Slim Duct
7.5, 9.5, 12, 18, 24, 30, 36, 48 MBH; ESP up to 0.28 in.HO



Mid-Static Pressure Duct
7.5, 9.5, 12, 15, 18, 24, 27, 30, 36, 48, 54 MBH; ESP up to 0.8 in.HO



High-Static Pressure Duct
76.8 or 96.6 MBH; ESP up to 1.1 in.HO



High Wall
5, 7.5, 9.5, 12, 18, 20, 24, 27, 30 MBH



Floor/Ceiling
18 or 24 MBH



Convertible Air Handler
9, 12, 18, 24, 30, 36, 42, 48, 60 MBH; ESP 0.7 in.HO



Cabinet Unit
6, 9.5, 12, 18, 24 MBH



Recessed Unit
6, 9.5, 12, 18, 24 MBH



Unit Ventilator
750, 1000, 1250, and 1500 CFM



ProAir DOAS
72-96 MBH

Trane Control Systems



Tracer® Ensemble
Enterprise level building management software



Tracer SC
Scalable Web-Based Building Automation System Solution



Tracer Concierge
Bundled Building & Lighting Controls



Factory & Field
Mounted BACnet® & LonTalk® Unit Controllers. Integrates with BACnet MSTP, LonTalk Certified, BACnet/IP, Modbus® Protocols



Wireless Solutions
Communications-Zigbee® Certified, Temperature/Humidity Sensors



Trane Energy Management Systems and Services



Trane Intelligent Services
Aggregates data collected in a building. Provides tools to make real-time, near term, and long term decisions that maximize the way buildings are managed and maintained.

Trane Rental Services

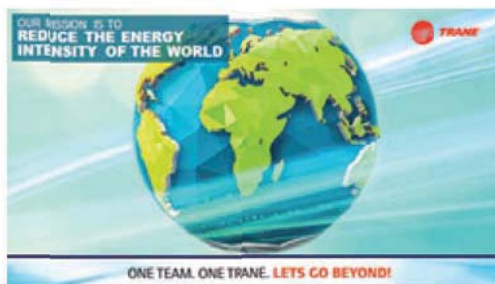


Water-Cooled Chillers, Air-Cooled Chillers, Temporary Power, Cooling Towers, Packaged A/C Units, Air Handlers; Portable A/C Units

Trane Services



Reduce operating costs and extend the life of your equipment with planned maintenance from Trane



Trane® Thermal Battery™ Cooling System



Modular Ice Bank® energy storage tanks, charging chiller, glycol management system, pre-packaged controls with energy and mode dashboards



CALMAC® Ice Bank® Models A and C
Modular, ranging in size from 40–450 tn hrs; Small Church to College Campus; made of non-corroding materials



CALMAC® Plate and Frame Heat Exchanger
Custom selected for exceptional performance



CALMAC® Glycol Management System
Automatic pre-mixed heat transfer fluid make up



Completion Module
Complete with pumps, piping specialties & controls; one or two ice chillers; option of with or without PFHX; option of with or without load pumps

Water-Cooled Chillers with Ice Capability

CENTRIFUGAL CHILLERS



Model HDWA Agility® Chiller
175 to 425 ton – 60 Hz, 50 Hz using either R-513A or R-134A; for K-12 and Commercial Buildings



CenTraVac® Model CVHE Chiller
3-Stage Compressor - 120 thru 500 Tons; R-514A; for K-12 applications



CenTraVac® Model CVHF Chiller
2-Stage Compressor - 325 thru 2000 Tons; R-514A; for K-12, Higher Ed, and Commercial Buildings



CenTraVac® Model CDHH Chiller
Multi-stage, Dual Compressor 1800 thru 4200 Tons; R-1233zd; for Higher Ed and Commercial Buildings

SCROLL CHILLERS



Cold Generator™ Model CCAR
Scroll Compressor with Air-Cooled Condenser; 20 thru 75 Tons; R-410A; for split-system applications



Cold Generator™ Model CGWR
Scroll Compressors - 20 thru 75 Tons; R-410A



Cold Generator™ Model CICD
Modular Scroll Chiller - 30 thru 75 Tons; R-410A

SCREW CHILLERS



Series R® Model RTWD
Helical Rotary Compressor - 80 thru 250 Tons; Dual refrigerant, R-134a or next gen R-513a; for K-12 and Commercial Buildings



Optimus® Model RTHD
Optional Variable Speed Helical Rotary Compressor - 150 thru 430 Tons; R-134a

Air-Cooled Chillers with Ice Capability

SCROLL CHILLERS



Model CGAM
Scroll Compressor - 20 thru 130 Tons; R-410A



Ascend™ model ACS
140-230 Tons R-410A

SCREW CHILLERS



Ascend™ Model ACR
150-300 Tons R-134a



Series R® RTAC
Helical Rotary Chiller - 140 thru 500 Tons; R-134a



Sintesis® Model RTAF
Variable Speed Helical Rotary Compressor - 115 thru 500 Tons; R-134a or next gen R-513A

Trane Building Automation Systems



Tracer® SC+
Scalable web-based building automation system solution



Factory & Field
Mounted BACnet® & LonTalk® Unit Controllers, Integrates with BACnet MSTP, LonTalk Certified, BACnet/IP, Modbus® Protocols



Wireless Solutions
Wireless comms, BACnet/Zigbee®, temperature & humidity sensors

Trane Building Management Systems



Tracer® Ensemble®
Enterprise level building management software



Tracer® Synchrony®
Web-based facility management software



Tracer Mobile Apps
Concierge, Building Operator Suite

Trane Energy Management Systems and Services



Trane Intelligent Services
Aggregates data collected in a building. Provides tools to make real-time, near term, and long term decisions that maximize the way buildings are managed and maintained.



Trane Design Tools
TRACE® and First Pass™; First Pass is a lifecycle analysis tool for thermal energy storage systems

Energy Services



We partner with our clients to understand how energy impacts their business and sustainability goals. Leveraging deep expertise and cutting edge technology, we help optimize energy purchasing strategies, energy sourcing, energy storage, consumption, and overall network efficiency with validated results.

Trane Building Automation Systems



Tracer® SC+

Scalable web-based building automation system solution.



Tracer Concierge™

Light commercial control system.



Pivot™ Smart Thermostat

Wi-Fi & Ethernet thermostat for light commercial applications.

Trane Air-Fi® Wireless

Wireless Sensors

Wireless sensing for temperature, humidity, CO₂ & occupancy using BACnet/Zigbee®. Specialty applications include: refrigerator and freezer monitoring using remote sensor range: -25°C - 50°C (-13°F - 122°F). Sensors available with or without displays and set point control.



Wireless Communications

Wireless system communications leverage Air-Fi Wireless technology to communicate between system and equipment controls.

Trane Equipment & Unit Controls

Airside Controllers (UC210, UC400, UC600)

UC210 and UC400: Configurable/programmable BACnet terminal unit controllers for VAV boxes, fan coil units, unit heaters, unit ventilators, water source heat pumps, and blower coils.

UC600: Fully programmable controller for commercial self-contained units, air handler control, central plants and custom equipment control.



Chiller Controllers (AdaptiView with UC800, CH530)

AdaptiView provides 12 in. and 7 in. operator displays to manage alarms, view data and make operational changes.



Symbio™ 800 Controller

IntelliPak® with Symbio™ 800, multiple protocol support and remote connectivity. Can integrate with BACnet MSTP, BACnet/IP, BACnet/Zigbee, LonTalk® & Modbus® Protocols. Expandable I/O and programmability for custom applications.



BACnet Communication Interfaces (BCI-I, BCI-R, BCI-C)

Module that enables communication for air handlers, rooftop units and chillers on Trane and non-Trane BACnet MSTP networks. LCI-I, LCI-R and LCI-C modules are also available for LonTalk communication.



Expansion Modules (XM30, XM32, XM70, XM90)

Add inputs and outputs to SC+, UC210, UC400, UC600, and Symbio 800.



Communications Devices

Communication Bridges integrate legacy Trane Comm3/4 unit controllers and legacy non-Trane systems to BACnet I/P into Tracer.



Variable Frequency Drives

Complete range from 1-1/2 to 1350 HP, factory mounted or field installed for new or retrofit applications. BACnet MSTP, LonTalk and Modbus integration interfaces.



Power and Energy Meters

Easy to install, fully featured, flexible and cost effective power and energy monitoring devices.



Stand-alone controls

Programmable Zone Sensor for stand alone control of variable speed Trane equipment for RTUs with Reliatel®, and WSHPs, FCUs, BCs, and UVs with UC400s.



BACnet Communicating Thermostats

Communicating thermostats for controlling RTUs, water-sourced heat pumps and fan coils, and integration into Building Automation systems.



Equipment Displays

TD-5

View alarms, data, graphs and make operational changes on Trane equipment. 5 in. display for Reliatel controllers.



TD7

7 in. display has the added features of custom animated graphics and equipment scheduling for UC600, Symbio 800, and UC800 based air cooled chillers.



Trane Building Management Systems & User Interfaces

Tracer® Ensemble™

Enterprise level building management software for facility professionals.



Tracer® Synchrony™

Web-based software for building operators.



Tracer 10" Display

Occupant user interface for non-technical user.



Tracer Mobile Apps

Occupant Suite, Operator Suite



Trane Energy Management Systems and Services

Trane Intelligent Services

Aggregates data collected in a building. Provides tools to make real-time, near term, and long term decisions that maximize the way buildings are managed and maintained.



Building Performance

Identifies anomalies to improve comfort, reliability and energy savings.



Energy Performance

Uses utility data to identify areas where energy intensity can be reduced in the building.



Active Monitoring

Monitor, triage and dispatch services to respond to BAS alarms.



Energy Assessment

Helps customers visualize total energy usage from utility's interval smart meter data.



Secure Remote Access

Secure remote access to control systems; firewall friendly, built on IT standards.



Knowledge

Trane's ability to deliver:

- End-to-end reliability with tested, proven applications that are consistent and well-documented to reduce risk
- Factory mounted controls to ensure safe and efficient operation
- Support for the design of the system and the full life of the controls
- Full Intelligent Services toolset for ongoing optimization and energy savings
- Systems built on industry-standard open protocols



Experience

Controls designed to meet the needs of specific roles and personas providing optimized user-experiences.



Store Manager



Tracer 10" Display, Occupant Suite App, Tenant UI

- Set point changes
- Schedule overrides
- After-hours requests



Facility Manager



Tracer® Synchrony™, Operator Suite App

- Access to Building Automation System
- Single Building Controls



Maintenance Staff/Building Operator



Tracer® Ensemble™

- Access to Building Automation System
- Trends, alarms, energy optimization
- Multiple Building/Enterprise Solution

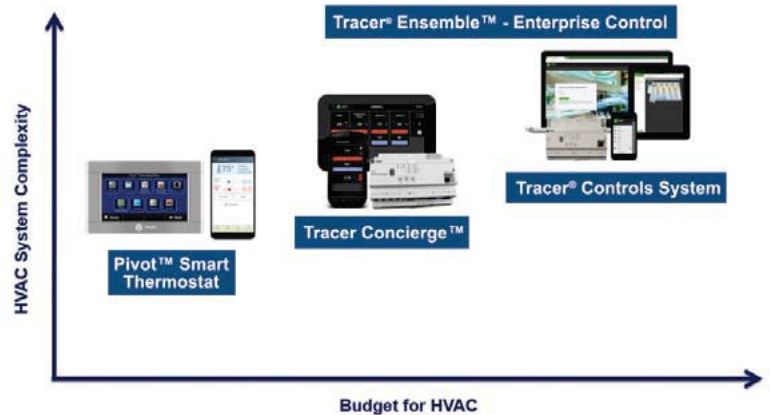


Performance

Scalable portfolio of building automation and building management solutions meeting the needs of a buildings that vary in size, type, and complexity.

- Wireless mesh technology delivers flexibility and reliability for the lifecycle of the building.
- Configurable and programmable controllers deliver performance and flexibility to meet a wide range of applications.
- Modular controller designs optimize the cost and delivery of the system; on time and on budget.

Portfolio Positioning





Trane U.S. Inc.
101 Matrix Commons Drive
Fenton, MO 63026
(877) 857-2113

April 3rd, 2020

Jensen Mabe, Construction Program Manager
Region VIII Education Service Center – TIPS
4845 US Highway 271 North
Pittsburg, TX 75686

RE: RFQ 200201 Trades, Labor and Materials (JOC)

Dear Contact Person and Selection Committee:

Trane Technologies plc is pleased to submit the enclosed response to this Request for Qualifications. This proposal will demonstrate that Trane has the technical qualifications, highly experienced local team, and strong backing of a global \$13 billion corporation to fully support your project.

Trane has been helping customers keep their facilities comfortable and cost-effective since 1913. For the past 25 years, we have been offering contracting services that align with this solicitation. Trane offers the full range of equipment, products and services, including traditional turnkey construction projects. We'll provide whatever level of support you need.

When reviewing our proposal, factors such as Trane's application engineering knowledge, systems expertise, and technical solutions will be readily apparent. These factors, coupled with Trane's dedicated team, demonstrate our commitment to a singular goal - delivering 100% customer satisfaction to our growing client base.

Thank you for your consideration in reviewing our response to this RFQ.

Sincerely,

Beau Reynolds

Beau Reynolds
Account Executive
(501) 366-4252
Beau.Reynolds@trane.com



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APPENDIX

Supplementary Information and Brochures

1. Company Overview

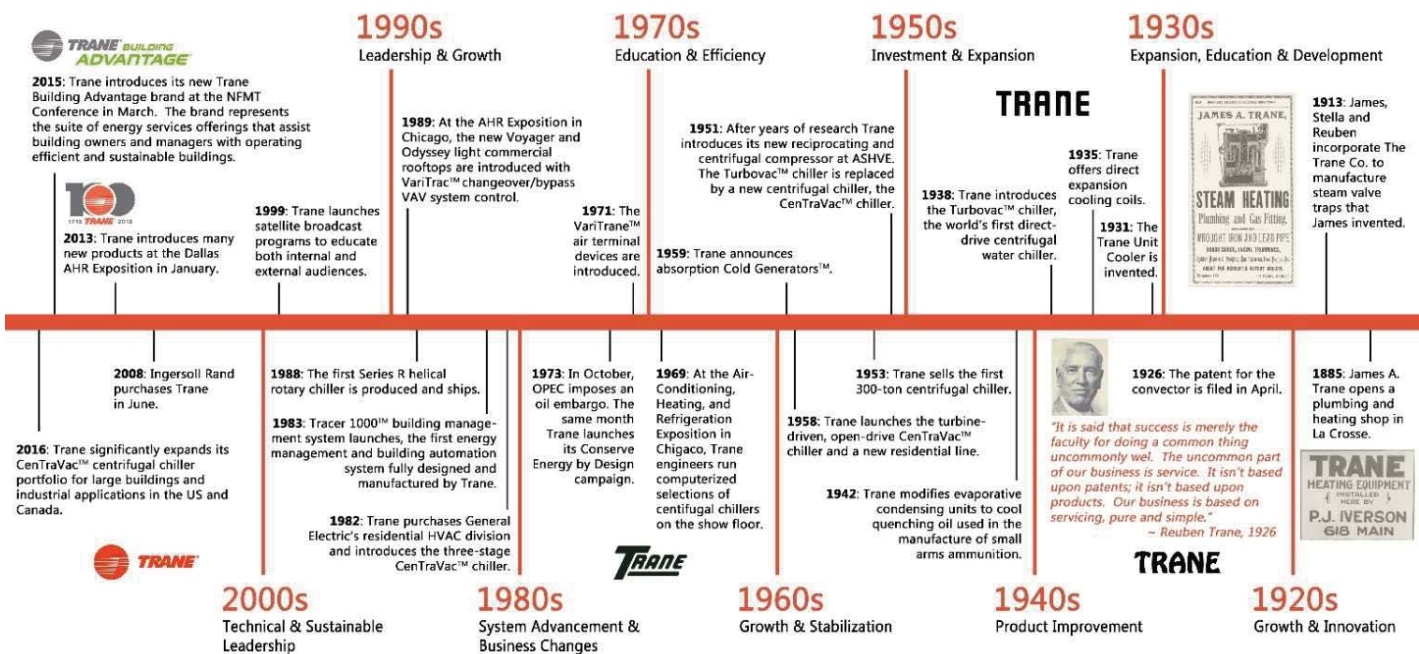
History of Trane

For more than a century, Trane has been synonymous with technology that maximizes the comfort and energy efficiency of commercial buildings.

Trane was established in **1913** as a manufacturer of low-pressure heating systems. The idea of using technology to give people relief from summer heat was a radical and unproven idea when Trane became an air conditioning pioneer in 1931. Trane fundamentally changed the concept of air conditioning large buildings with the 1938 launch of Turbovac, the industry's first hermetic, centrifugal refrigeration machine. This was the beginning of a long chain of innovations leading to Trane's current CenTraVac™, the industry standard for large commercial air conditioning systems. This is the most energy-efficient system available anywhere for large buildings, earning Trane the "Best of the Best" Award from the U.S. Environmental Protection Agency.

With the acquisition of Sentinel Electronics in the late 1970s, Trane moved into the important building automation and management field. The company was the first to offer integrated controls for all of its products and became a leader in the field of energy management – a leadership position that continues to expand.

In 1995, we broadened our HVAC and control system expertise to provide a full range of energy services. Today, Trane offers a broad range of energy solutions, including design and implementation of energy savings projects, retrofitting and improving existing systems, energy conservation, energy infrastructure outsourcing, power generation and energy supply, and risk management solutions.



- **Full Service and Support** ➤ Our local presence Midwest Region and the stability of our team enables Trane to be a single point-of-contact. Trane is not a broker or contractor. We are a comfort solutions provider that creates customers for life. Additionally, we have training resources readily available to ensure that our customers are fully equipped to properly maintain energy and infrastructure upgrades. All of these benefits together will provide our customers the peace of mind and accountability, so there is no finger-pointing or third-party suppliers or contractors to work through. You can make one call to TRANE anytime 24/7.
- **Ancillary Products** ➤ Trane's full product portfolio includes representation of many other industry-leading brands, dependent on the market territory. Some other product portfolio brands include Lynxspring (JACE), ANNEXAIR, Bulldog Heat Pump, Calmac, Canarris Corporation, CAREL USA, Magic Aire, MarCraft, NAPPS, Systecon, driSteam, Phoenix Controls, Chillit Chillers, COMPU-AIRE INC., Dynamic Air Quality Solutions, Evapco, Filtrine, LAKOS, PoolPak International, Thybar, RenewAire and more. Trane and Mitsubishi Electric have a joint venture for a full line of VRF systems, mini-splits and ductless systems.
- **Risk** ➤ We are the leader in large scale, complex projects. These projects require an experienced, proven partner with the scale and resources to execute this type of work. We understand how to balance needs, quality, and budget to deliver maximum value to the public agency.
- **Customer Satisfaction** ➤ Our number one goal is complete customer satisfaction with our results. We measure customer satisfaction on every project to continuously improve our process and how we deliver energy services to the market to keep raising the bar of the customer experience over the long term.
- **Trane Renewable and Energy Power Solutions (TREPS)** ➤ Customers working with Trane have access to our corporate application experts in solar, wind, combined heat & power, micro-grid, and energy storage solutions. This is a tremendous advantage to avoid the steep learning curve and financing structures necessary to grow the renewables component.
- **Sustainable Technologies** ➤ No other company has the industry knowledge or access to the systems expertise of the Trane team. Our solutions are comprehensive, innovative, and incorporate the most current technology to allow you to manage your buildings more efficiently, effectively and increase staff productivity. Powered by Trane Intelligent Services (TIS), we use cloud-connected technology platforms for continuous commissioning to further optimize building and energy performance and make your buildings work better.
- **Trane Intelligent Services** ➤ Trane's advanced technology allows customers to make informed decisions about the impact of facilities on their mission. Through an offering called Trane Intelligent Services, we can help your staff obtain valuable data, understand it, and provide actionable insights to drive your business results. With ongoing support from our experts, your buildings will reach their full potential in terms of energy efficiency, reliability, and occupant comfort.



- **Safety is a Top Priority** ➤ Under our previous parent company, Ingersoll Rand, we enjoyed an excellent Safety Experience Modification Rate (EMR) of 0.55, compared to the industry average of 1.00 – which means we have a much better safety record than most of our peers. Trane’s EHS department requires strict compliance with the company’s safety policies and all OSHA requirements. During implementation, all our subcontractors must hold weekly safety meetings to address any anticipated safety concerns or any outstanding safety issues.
- **World-Class Training Delivered Locally** ➤ Trane is able to customize training for our customer’s employees locally. The sessions are geared to your areas of interest, and more extensive factory training from our national Trane University staff is also available. Course instructors are certified by the International Association of Continuing Education and Training to offer Continuing Education Credits to your employees, where applicable. Take advantage of our comprehensive training programs to increase the HVAC and controls skills of your staff.
- **Contracting Expertise** ➤ Our team has implemented hundreds of millions in turnkey projects with municipalities, school districts, hospitals, and universities to date. Nationally, Trane U.S. Inc. has completed more than 1,000 energy savings projects. Our vast experience, paired with the client’s enthusiasm, will undoubtedly lead to achieving maximum results and impact for our customers.



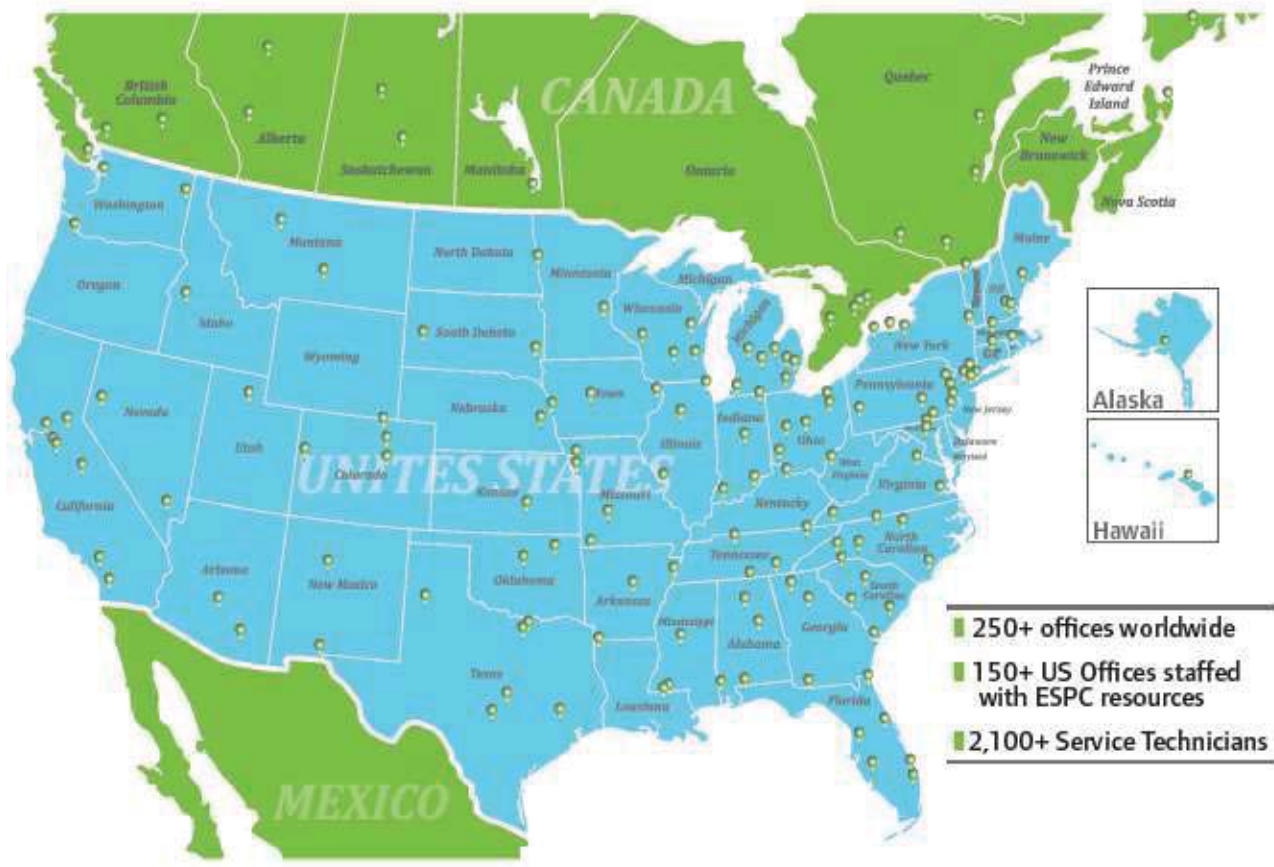
Manufacturer Disclosure

Trane is a leading manufacturer of both comfort and controls systems. Therefore, we can deliver a significant price advantage over others that do not manufacture these essential systems. Their pricing includes equipment markups that Trane is able to avoid. Although we are a leading HVAC manufacturer, we are not mandated to install Trane systems or controls as part of any service or turnkey project.

Trane Resources

Trane employs 30,000 people worldwide, operating in 125 commercial offices throughout the United States and Canada, and another 150 locations abroad. Trane's local team benefits the TIPS Program by:

- Knowledge of local labor work practices. Staffed with safety professionals who understand project sites and work environment
- Actively involved within the local community – volunteering, philanthropy, and fundraising
- Established relationships with local subcontractors, suppliers, and designers
- Understanding of area logistics (execution, engineering, deliveries, storage, hoisting)
- Reduced travel/lodging costs saves the government agency money
- Fast mobilization and response time when service is required, at any point in the process
- Proven success within other states through similar programs



- 48 Project Developers
- 240 Certified Energy Managers (CEM)
- 182 Professional Engineers (PE)
- 175 HVAC Controls Engineers
- 700 Degreed Engineers
- 133 Project Managers
- 44 Energy Engineers
- 30 Quality Control Specialists
- 11 M&V Engineers
- 58 EH&S Specialists
- 60 Trainers
- 666 LEED® Accredited Professionals
- 30 Commissioning Agents
- 100 Certified Six Sigma Professionals

2. Project Management

Project Management Plan

Trane’s long-standing success in implementing turnkey projects is tied directly to the expertise of our professionals and the processes that are in place. From managing construction in a fully occupied building to addressing a customer emergency, our project managers, site superintendents and administrators play a vital role in every project. They are focused on complete customer satisfaction.

Construction Management



Mitigating Disruptions to Daily Operations

Many of our contracting projects feature construction activities across multiple buildings and work in occupied spaces. Our local team is experienced in scheduling work activities and implementing scope in a way that minimizes disruption to daily operations. We will work with your team to develop an effective project schedule and coordinate all implementation activities with project site representatives. For work in occupied areas, we will attempt to schedule work during low-occupancy times, as well as publish work schedules and estimated completion times well in advance.

Based on input from each building manager, we will develop a detailed phasing plan for each facility for your team’s review before the start of construction. This phasing plan will include allowable work hours, days of the week that work is to be completed, and acceptable shutdown times for each occupied space.

3. Successful Experience

Industry Participation

Trane is well represented in the majority of professional organizations within the heating, ventilation and air conditioning (HVAC) industry. ASHRAE, BOMA, IFMA, and ASME are among the prominent organizations in which Trane maintains a leadership position in promoting and developing quality standards. We are also active participants in the U.S. Green Building Council and the U.S. Environmental Protection Agency’s Energy Star program.

Local Associations & Professional Organizations

Trane is an active sponsor through participation in annual meetings, conventions, and sponsorship opportunities for the associations representing K-12 public schools, institutions of higher education, and local governments. Trane is well represented in the majority of professional organizations within every state.

Green Company of the Year

The Business Intelligence Group recognized Trane for its sustainability leadership and unique role in mitigating the risks of climate change. Trane earned the organization’s 2019 Green Company of the Year honor in the Manufacturing and Technology category.



Urban Green Council Recognition

The Urban Green Council is committed to transforming buildings for a sustainable future in New York City – maintaining a laser-focused approach on helping the city achieve an 80% carbon reduction by 2050. Urban Green awarded Trane its prestigious 2019 Partner of the Year award, recognizing our company's commitment to sustainability through increasing energy efficiency and reducing greenhouse gas emissions related to our operations and products.

In announcing the award, the Urban Green web site had this to say: “With a strategy centered on sustainability, Trane develops products that reduce energy use in buildings worldwide. In



May 2019, Trane joined its parent brand Ingersoll Rand in announcing its bold 2030 Sustainability Commitments which are aligned to the United Nations Sustainable Development Goals. These commitments include the **largest customer climate commitment of any business to business company** to reduce carbon emissions by 1 gigaton.”

:



Trane has won many other awards in the HVAC industry and related to its commitment to sustainability. Here are a few:

Trane Industry Awards	Year
Trane Advantage VRFTM Chosen as 2014 Money-Saving Product winner by BUILDINGS Magazine	2014
Women's Choice Award by WomenCertified® for HVAC Systems	2012-2013
Partners of Choice Award by David Weekley Homes	2013
CSE Product of the Year (Silver award) Trace 700	2009
Trane joins EPA's Climate Leaders Program	2007
Building of America: Plaque of Honor	2007
Trane joins Clinton Climate Initiative	2007
CSE Product of the Year (Gold award) Precedent 15 SEER	2007
CSE Product of the Year (Gold award) System Analyzer™	2007
Frost & Sullivan's 'Emerging Company of the Year' building technologies excellence award (Trane India)	2007
EPA Best of the Best Stratospheric Ozone Award (for CenTraVac chiller)	2007
KLD Global Climate 100 sm Index	2007
Intel Certified Supplier Award	2006
Frost & Sullivan Product Innovation of the Year Award (for CDQ) and R&D 100 award (for CDQ)	2006
DOE Rebuild America Premier Allied Partner 2005	2005
China International Real Estate & Architech Fair: Trane – Best Model of China Construction Energy-Saving Series (English, Chinese)	2005
Today's Facility Management: Reader's Choice Award, HVAC/Indoor Air Quality	2003-2007
Sustainable Buildings Industry Council Best Sustainable Practice	2004
Examples of various environmentally-concerned patents awarded to Trane.	2003-2001
BTU Smackdown Award from Louisiana Department of Natural Resources (DNR)	2003
Commander in Chief's Special Recognition for Installation Excellence	2002
Sustainable Buildings Industry Council Best Practice Award - EarthWise™ System	2001
EPA ENERGY STAR® Gold Award Recipient	2000
Frost & Sullivan Market Engineering Product Innovation Award (for Integrated Comfort System)	1999
EPA Climate Protection Award – EarthWise™ CenTraVac®	1998
EPA ENERGY STAR® “Ally of the Year”	1998
Worldwide Wildlife Fund “Gifts to the Earth” Award	1998
GRI Partnership Award	1998
Fluid Management Award (American Machinist Magazine)	1998
"Green Seal" Certification – EarthWise™ CenTraVac®	1997
EPA Stratospheric Ozone Protection Award	1992



CenTraVac® R'newal®

Restoring superior performance

Extend the life of your chiller.

Trane engineers CenTraVac® chillers to last long beyond the industry average, but any chiller will experience normal wear and tear over decades of use. The CenTraVac R'newal® program addresses the most common causes of performance decline. It's a planned maintenance approach that reduces unplanned downtime, renews reliability and extends the life of your chiller—giving you more years of worry-free chiller performance.

No one knows how to keep your CenTraVac chiller running longer than the company that made it. Trane has OEM expertise regarding its design and maintenance requirements. The CenTraVac R'newal program is a factory-warranted overhaul service that proactively replaces high-use and heavy-wear components. It proactively addresses normal machine aging and restores the chiller to like-new condition.



Longer Chiller Life

Replacing worn components ensures many more years of uninterrupted service.

Increased Reliability

Even minor component deterioration can affect the performance of the entire chiller. The R'newal program restores reliability.

Restored Efficiency

Slowly declining performance can cause chillers to consume more energy. The R'newal program restores the specified efficiency standards.

Less Cost and Disruption

Scheduling an R'newal service on your timeline minimizes disruptions to building occupants, and allows you to plan for the cost.

Included R'newal Services



Inspect

the chiller's critical components for wear or damage



Identify

additional applicable upgrades, such as an AdaptiView™ panel upgrade



Install

the latest genuine Trane parts and a new name plate, all documented with a new serial number



Improve

reliability, regain efficiency, and extend your peace of mind

Exclusive Features

New Genuine Trane Parts

We'll replace key components with official Trane OEM parts. Gaskets, O-rings and bearings specified for your unit are packaged together at the same Trane factory that designs and builds your chiller model.

New Warranty

R'newal® service includes a 2-year warranty covering the compressor motor, motor bearings, and lubrication system. Warranty coverage includes all parts and labor*

New Serial Number

The work is finalized and certified when we install the chiller's new serial number. Assigning a new serial number enables us to easily find its updated specifications after the R'newal—eliminating any future confusion or unnecessary expenses.

Technician Expertise

Your CenTraVac® R'newal is performed by knowledgeable, factory trained and authorized Trane technicians.



Upgrade to the Latest Features

Since your initial purchase, technologies have been introduced that can make your chiller easier to operate, more energy efficient and sustainable. If you want the modern convenience and performance advantages that new features and technologies provide, they can be included as R'newal project add-ons.

- **Tracer® AdaptiView™ chiller controls** with an intuitive user interface improves chiller performance, reliability and serviceability.
- **Adaptive Frequency™ drive (AFD)** updates chiller to variable speed operation that saves energy and reduce noise at part-load operation.
- **AFD R'newal®** is a drive overhaul for that ensures its reliability for years to come.
- **EarthWise® regenerative purge** is the industry's most efficient, lowest-emissions unit.
- **Engineered Conversion®** from R-123 to R-514 transitions your chiller to a next generation, low Global Warming Potential (GWP) refrigerant.



*You can opt to extend the coverage for 5 or 7 years



VRF Systems

*Fully integrated, pre-engineered solutions featuring
Trane® / Mitsubishi Electric VRF Equipment*





Variable refrigerant flow (VRF) systems solutions.

Trane has paired applications knowledge and expertise with its extensive equipment and controls offerings to provide variable refrigerant flow (VRF) systems solutions. This fully integrated, high-performing HVAC system solution is designed to deliver customized comfort throughout any commercial space. Regardless of the capacity, energy efficiency, functionality or performance-monitoring requirements, our VRF Systems Solutions, featuring Trane® / Mitsubishi Electric VRF Technology, are designed to exceed the comfort and sustainability goals established for commercial building projects.

One-Stop-Shop Solution

Trane is uniquely positioned to offer a one-stop-shop VRF system solution that engineers, contractors and business owners can rely on now and for years to come — backed by a vast network of pre and post-sales, engineering and support resources.

From initial design and selection to post sales, service and support, Trane is with you every step of the way. Because Trane can offer all product components, customers get the best solution for each custom project.

Built-in Expertise

Trane offers contractors and technicians installment and certification training featuring Trane® / Mitsubishi Electric technology, at its training centers across the United States. Once a system is up and running, Trane has the unique ability to provide service and maintenance as your needs evolve and change over time.

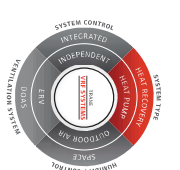
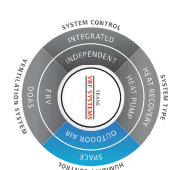
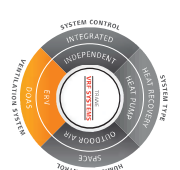
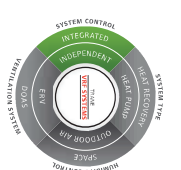
What this means to you:

- Proper equipment sizing and selection
- Custom system design that meets the specifications and performance expectations of your commercial project
- Worry-free installation, set up and integration
- Ongoing, aftermarket service and support
- A complete solution for your next project or building

Trane offers concierge-level care from teams dedicated to providing best-in-class solutions for its customers. Your success is our success.

VRF systems design does not have to be complicated

By answering the questions on the following page, you can begin to shape a VRF system to fit your project.

1	<h3>System Type</h3>  <p><i>Should the VRF system be a heat pump or heat recovery type?</i></p> <p>Heat pump</p> <ul style="list-style-type: none"> • Uses coils to heat or cool building zones • Only able to provide cooling or heating at a single time, exclusively • Should be used in applications with zones that experience uniform load profiles or cooling-only applications <p>Heat recovery</p> <ul style="list-style-type: none"> • Redirecting heating or cooling energy from one space to another • Provides the ability to simultaneously heat and cool regardless of system operation or tenants. • Should be used for applications with dissimilar or divergent zones
2	<h3>Humidity Control</h3>  <p><i>Will the ventilation air be conditioned to a predetermined supply air temperature or to ensure adequate space humidity?</i></p> <p>Outdoor air</p> <ul style="list-style-type: none"> • Ventilation equipment sized to treat outdoor air to predetermined level • Can be accomplished by using dedicated outdoor air system (DOAS) to manage only the humidity of incoming outdoor air <p>Space</p> <ul style="list-style-type: none"> • Air temperature is determined based upon anticipated zone humidity throughout the system • Accomplished by heating or cooling outdoor air to meet both the latent-cooling load and the ventilation requirements for all spaces in a system • Can only be accomplished through the use of a DOAS
3	<h3>Ventilation System</h3>  <p><i>Will the ventilation air be conditioned by an energy recovery ventilator (ERV) or a DOAS?</i></p> <p>ERV</p> <ul style="list-style-type: none"> • Transfers energy from the somewhat conditioned air leaving the building, to the unconditioned air entering the building • Serves to partially heat in the winter and partially cool in the summer • Has limited control of outdoor air pretreatment <p>DOAS</p> <ul style="list-style-type: none"> • Cooling, heating and dehumidifying devices that treat the outdoor air stream independently of the recirculated air stream • Can be designed to deliver conditioned outdoor air directly to each occupied space or the individual VRF terminals • Makes it easier to effectively ventilate and dehumidify occupied spaces
4	<h3>System Control</h3>  <p><i>How will the system be controlled?</i></p> <p>Integrated controls</p> <ul style="list-style-type: none"> • Uses one system to control and coordinate the operation of both the ventilation and VRF terminal system <p>Independent controls</p> <ul style="list-style-type: none"> • Separates ventilation system and VRF terminal system control

To learn more, contact your local office or visit www.Trane.com/VRF

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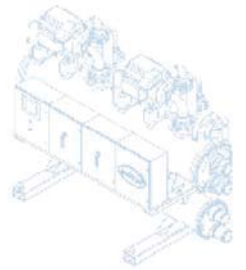
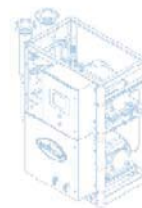
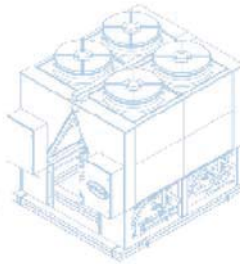


The Arctic Chiller Group

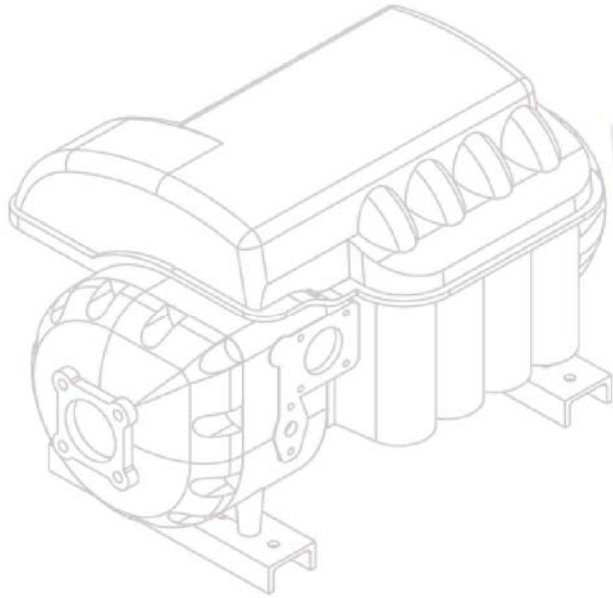
Manufacturer of Premium Efficiency Cooling Solutions

Manhattan Modular Chillers

- Air-Cooled, Water-Cooled, Evaporative Condensing and Split Systems
- Scroll, Screw and Oil-Free Magnetic Bearing compressor options
- Integrated pumping systems with constant or variable speed drives and controls to support variable primary systems
- Strainers serviceable while system is operational
- Heat recovery and simultaneous heating and cooling available in both water-cooled and the air-cooled models
- Free cooling options
- Several low sound options available to meet specific jobsite requirements



Oil-Free Magnetic Bearing Chillers



- Air Cooled independent circuit models from 60 to 440 tons
- Water Cooled models from 60 to 1,500 tons available with dual circuits
- Free cooling, liquid pump, economizer, liquid subcooling and DX systems for ultimate energy efficiencies
- Compressor specific Danfoss designed adaptive logic controller on all magnetic compressor chillers maximizes performance and reliability
- Condensing unit available from 60 ton 240 tons
- Available with R-134a refrigerant with options for low GWP R-513A and HFO R-1234ze



Industrial Process Chiller Systems

Industrial Process Capabilities

Trane manufactures a wide variety of standard designs as well as custom chiller solutions for our clients. Trane's diverse capabilities can fulfill virtually any request.

Machine cooling, low-temp, pharmaceuticals, explosion proof, chemical processing, high power equipment cooling, medical systems and laboratories.



Engineered Packaged Systems

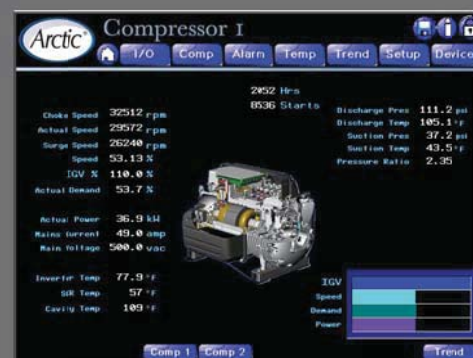
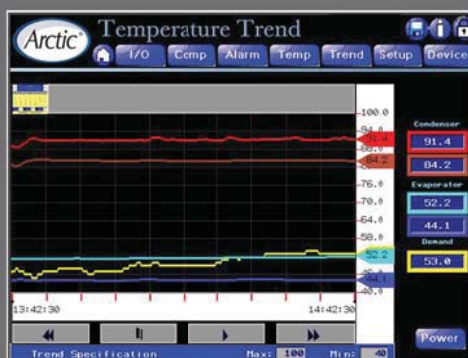
High Purity Drinking Water Systems

High-purity drinking water systems from Trane are in use at the US Pentagon, the White House and other critical facilities around the world. Features include double-wall heat exchangers, stainless steel tanks, all stainless steel construction and a three stage water filtration process.



Trane Offers the most advanced Control system for your Oil Free TurboCor compressor chiller.

Upgrade your old Oil Free chiller control with the most reliable Danfoss MCX controller on the market. The **Arctic Retro Kit** can control up to 6 TurboCor compressors. Suitable for TurboCor Oil Free water-cooled and air-cooled chillers or retrofit built-up systems. The **Arctic Retro Kit** leverages the existing wiring and instrumentation to ensure fast changeover and minimal downtime for your chiller.



On Screen configuration for Water cooled and air cooled applications. Controls up to 4 independent circuits and 4 EXV and fan banks. Evaporator and condenser pump control with duty/standby and variable flow capability.

The Arcticview interface logs and trends all key chiller parameters that not only gives you a window on the performance of your chiller but also provides a great trouble shooting tool.

The compressor optimization algorithm ensures the proper compressor speed at all times to allow for accurate control of the system supply temperature.

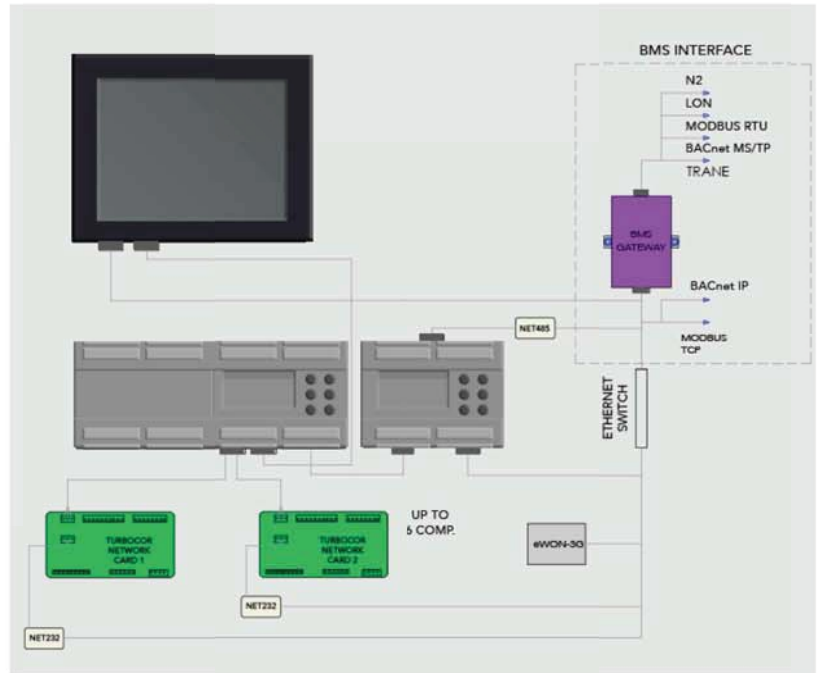
Trane Offers the most advanced Control system for your Oil Free Turbocor compressor chiller.



The Danfoss MCX companion controller handles all the system peripherals from cooling tower to pumps so you can take control of the whole system with your chiller controller

- All system components are connected via ethernet network for ease of configuration and troubleshooting from single point connection
- Large industrial Schneider touch screen with web interface
- Bacnet IP/MSTP, Lon, Modbus TCP, N2 Metasys
- Master-Slave configuration for multiple chiller operation and control (up to 8 chillers)
- Level, superheat, and sub cooling EXV controller for up to 4 exv's on 4 circuits
- Condenser fan optimisation algorithm
- Retro kit available as components to upgrade into the existing panel or with fully wired panel

Trane is one of the pioneers with Turbocor technology, and has created many innovations around its use in process and HVAC applications. We understand the fundamental requirements for rock-solid control of the machine. Using the Genuine Danfoss MCX Adaptive Logic Controller, we can properly and safely provide operation that optimizes capacity and efficiency from the compressor while assuring normalized operation. The controller simply and elegantly provides that sought after blend of reliability and optimized energy efficiency across multiple chillers, including the control of VSD cooling tower fans and bypass valves. It provides equipment scheduling and chilled water temperature resets for even higher energy savings when loads permit. Secure remote monitoring and control is available either as a 3G or Ethernet hard wired protocol. This enables technicians to monitor equipment and understand operations and trends in real time from anywhere in the world.



Building Intelligence. Building Results.

Intelligent Services are data-driven, technology-enabled services that enhance building operations and management.

Your building has data streaming through it that is ready to be deciphered and translated into usable information. At Trane, we speak the language buildings. Intelligent Services connect you and your building to our global team of professional advisors who understand how to strategically leverage systems data to make operational improvements that are aligned to the building's purpose—and your mission.

What can Intelligent Services do for you? Provide real time performance insight. Improve system and energy efficiency. Offer greater visibility and control over your building. Make your building more energy efficient while making it more comfortable.

Intelligent Services provide a process for continuous building improvement: Identify opportunities. Prioritize work. Implement the projects. Validate the results...and repeat. We'll start at the level and scope of support you need now, then easily add services or loop in more facilities in the future. We are your partners for the life of your building.



GOALS

To start, Trane collaborates with you to determine business needs, timelines, budget and objectives.



ANALYTICS

Through monitoring and analytics, we identify how key building systems are using energy: efficiently or inefficiently.



PRIORITIZATION

Next, we help you prioritize and complete projects to capture the energy cost savings.



IMPLEMENTATION

Then Trane can do the work to install the solutions. Trane is a leading energy service provider and a DOE qualified Energy Services Company (ESCO) for over 20 years.



VALIDATE

You'll see proof of the progress you're making on sustainability goals, energy cost reduction and other key performance indicators (KPIs) through documentation, dashboards and some of the industry's most sophisticated visualization tools.

CenTraVac® R'newal® vs. Overhaul

Trust your chiller overhaul to the company that made it. CenTraVac R'newal is a Trane® certified program that guarantees all work will be done according to OEM specifications and performed by our factory-trained technicians.

CenTraVac R'newal is available for chiller models CVHE, CVHF and CDHF.

CenTraVac R'newal



OEM certified program

- Trane engineered processes
- Detailed specifications
- OEM standards



Warranty

- 2-year standard; 5 or 7 year optional upgrade
- All parts and labor



Motor work

- OEM motor remanufacturing facility



Proof and documentation

- New serial number
- New engraved brass plaque

Typical Overhaul



Local overhaul

- Locally defined processes
- Highly variable specifications
- Non-OEM standards



Warranty

- 1 year
- Parts only



Motor work

- Local rebuild shop



Proof and documentation

- None

Is your chiller ready for an R'newal?

Request an assessment. We'll consider factors including run hours, starts, seasons of operations, severity of duty, and general compressor condition, as well as your tolerance for risk and long-term chiller plans.

Find your local office at www.trane.com/contactus

LET'S GO BEYOND™



Building Energy Management Services

Intelligent Services is a robust portfolio of energy management services delivering measurable outcomes. We can help you monitor, track and predict energy usage...or go beyond to proactively optimize performance and maintenance.

Building Performance

Trane building professionals analyze data and equipment behavior in the context of the overall system, discovering hidden information and opportunities for improvement.

- System-wide initial assessment
- Data-driven analytics
- Prioritized recommendations for improvement
- Follow-up consultation and reports, identifying next steps

Active Monitoring

Trane professionals maintain 24/7 watch over your critical building systems, proactively detecting issues and analyzing alarms, and initiating responses according to your specific rules of engagement.

- Detailed analysis of alarms and issues
- Remote resolution, if possible
- Initiation of on-site service, if necessary, giving the Trane team information that will expedite the repair

Energy Performance

This cloud-based building energy management system (BEMS) service uncovers energy waste in every corner of your building.

- Real-time energy monitoring
- Robust energy baselines, ongoing analysis and powerful visualization tools
- Centralized tracking and reporting
- Ongoing professional Trane advisory services

Energy Assessment

Two advanced tools—Trane Energy Optics® and Trane Energy Analyzer—illustrate your building's energy use. Because if we can see a problem, we can change it.

- Snapshot and analysis of your building's energy profile
- Action plans and recommendations
- Trane professional insights into cost savings and sustainability
- Ongoing expertise and support from Trane

Connect to the New World of Outcome-Driven Buildings

Buildings today are full of hidden potential. They have energy coursing through their veins—heating, cooling, lighting. This energy produces data, and that data is like a language waiting to be translated. Once it is deciphered, it is full of valuable information and insight. When you understand what your building is saying—decode its messages and go beyond the data—you can transform that building into a stronger asset. Your building becomes an asset that can positively impact your goals.

Trane® is the industry leader in Connected Building Solutions.

At Trane, we go beyond unparalleled HVAC systems. Beyond industry-leading automation and energy management solutions. Beyond local engineering expertise. We go beyond basic knowledge to understand how buildings can work better to help businesses succeed.

What can Connected Building Solutions do for you?

Save energy. Save money. Keep people comfortable. Increase uptime. Provide the data you need to make key operational decisions that are aligned to desired business outcomes—and then document the results.

Control your building

When you have better control, your building becomes a more energy efficient and comfortable place to work. Trane provides the sensors, equipment and automation, plus the connective services and expertise you need to collect the data and gain the insight that leads to better control.

Command your building remotely

Building activities ebb and flow all day and night. Our dashboards and mobile interfaces allow you to securely access current information and run systems remotely, giving you more freedom and making you more productive.

Integrate more building systems

In Connected Buildings, everything works together to provide more cohesive communication and integrated management. Trane offers a wide range of scalable applications that simplify the integration of our systems to other building systems—lighting, security and water—both existing and new.

Optimize your building

Nearly any building can run better (and better), and the path to improvement can be found in the data. Once we get connected to the data sources, Trane Intelligent Services can provide the analytics that tell you where your building is running well, where things could be better, and what you can do about it. We can also create the customized reports you need to support your operations.

Connect with Trane advisors

Buildings are increasingly complex, and it takes a team of specialized advisors to make systems work their best. Trane delivers Connected Building Solutions through centralized engineering, combined with local design, installation and service expertise. You can stay connected with Trane on a continuous basis, too: 24/7 monitoring by Trane advisors helps us solve many issues more quickly and efficiently, minimizing the impact on your business.



Start Getting Connected

Trane® offers an unmatched combination of intelligent systems, building automation and energy management. Here's how it all comes together.

ENTERPRISE BUILDING MANAGEMENT

Manage your portfolio of buildings with Tracer® Ensemble™.



BUILDING ENERGY MANAGEMENT SERVICES

Monitor, track and predict energy usage and proactively analyze and optimize performance and maintenance through Trane Intelligent Services.

DESIGN, INSTALLATION, SERVICES EXPERTISE

Get the most from your buildings by leveraging the industry's largest network of Connected Building Solutions experts.

BUILDING AUTOMATION SYSTEMS

Manage, monitor and optimize each building with Tracer® SC. Simplify operation of smaller, standalone buildings with Tracer® Concierge™.

ROOM CONTROL

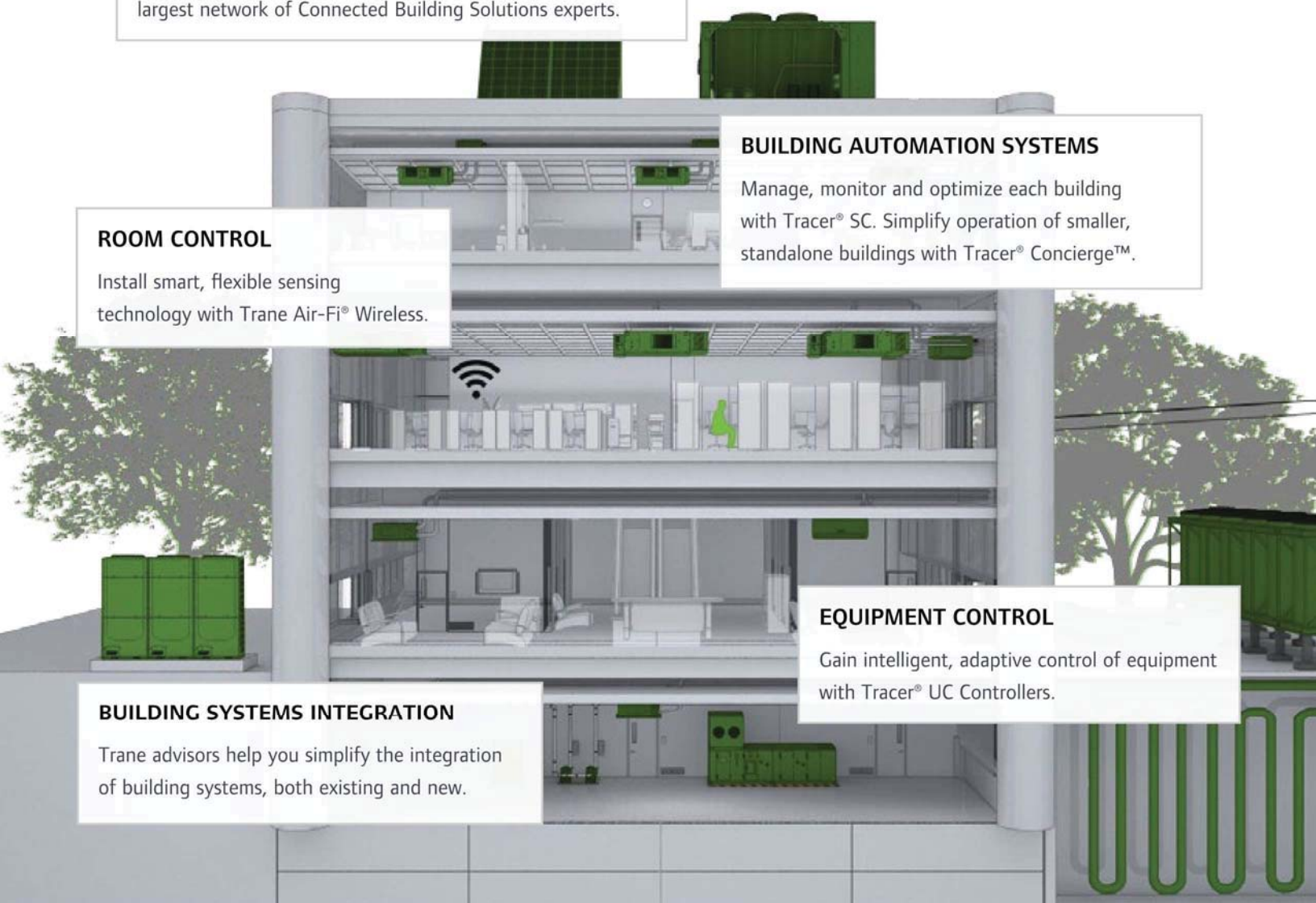
Install smart, flexible sensing technology with Trane Air-Fi® Wireless.

EQUIPMENT CONTROL

Gain intelligent, adaptive control of equipment with Tracer® UC Controllers.

BUILDING SYSTEMS INTEGRATION

Trane advisors help you simplify the integration of building systems, both existing and new.



Let's go beyond...

The way your building uses energy today is merely a benchmark. Let's work together to move it to the next level. Trane® Connected Building Solutions unleash hidden potential through building automation and building management systems, plus our energy management portfolio featuring Intelligent Services. Trane combines our core expertise in building systems and services—and more than 100 years of industry experience—with technology and advanced analytics, to provide solutions that help you run your building better.

Learn more at Trane.com/beyondconnected

