

TIPS VENDOR AGREEMENT

PART 1 ONLY

Between National Sales Co (DBA NSC APG) and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220106 Comprehensive HVAC (2 Part with JOC) - PART 1 ONLY

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), 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 between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

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", "\$0", "included in price" 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 all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold 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 TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. 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 of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023 in this example.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023 in this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024 in this example.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order 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.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

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 that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, 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 immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged 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 performance 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), and pursuant to its requirements only, 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 Vendor 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 between the Vendor and the TIPS Member, TIPS must 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.

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 (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

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 such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement 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 audits of Awarded Vendor's pricing or TIPS transaction documentation with 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- compliant 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 time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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 full 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.

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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working

days.

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.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, 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.

STATUTORY REQUIREMENTS

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.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will 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 if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing 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.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220106 Comprehensive HVAC (2 PART with JOC) PART 1 ONLY

Company Name National Sales Co (DBA as NSC APG)

Address 828 N 16th Street

City St. Louis State MO Zip 63106

Phone (314) 581-7633 Fax (314) 531-4159

Email of Authorized Representative mmiller@nscstl.com

Name of Authorized Representative Mark Miller

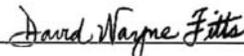
Title Vice President - Sales & Marketing

Signature of Authorized Representative 

Date February 4, 2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3-24-2022

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.



**220106 Addendum 2
NSC APG
National Sales Company
Supplier Response**

Event Information

Number: 220106 Addendum 2
Title: Comprehensive HVAC (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACTS: 180101 COMPREHENSIVE HVAC SOLUTIONS AND SERVICES PART 1 OR 2 ("180101"); 190604 COMPREHENSIVE HVAC SOLUTIONS AND SERVICES PART 1 OR 2 ("190604"), OR; 200303 COMPREHENSIVE HVAC PART 1 OR 2 ("200303"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS

**CONTRACT THAT COVERS ALL OF YOUR HVAC OFFERINGS.
THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING
TIPS CONTRACTS 180101, 190604, AND 200303.**

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

NSC APG Information

Contact: Mark Miller
Address: 828 N 16th Street
Saint Louis, MO 63106
Phone: (314) 531-3200
Email: mmiller@nscstl.com
Web Address: nscapg.com

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

Mark Thomas Miller
Signature

mmiller@nscstl.com
Email

Submitted at 2/17/2022 3:37:21 PM

Requested Attachments

Agreement Signature Form PART 1 ONLY

TIPS Vendor Agreement Signature Form.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.

Vendor Agreement PART 1 ONLY

TIPS Vendor Agreement Part 1 Only.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.

Vendor Agreement PART 2 ONLY

No response

If proposing on Part 2, 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 PART 2 ONLY

No response

If proposing on Part 2, 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.

Pricing Form 1 PART 1 ONLY

TIPS 220106 Pricing Form 1 PART 1 ONLY.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.

Pricing Form 2 PART 1 ONLY

TIPS 220106 Pricing Form 2 PART 1 ONLY.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.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

No response

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Reference Form (PARTS 1 & 2)

TIPS 220106 Reference_Form.xls

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

NSC APG Line Card Kansas.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.

Warranty

TIPS Warranty Information.pdf

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

Supplementary

TIPS Education Market Info Sheet.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

No response

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

Logo and Other Company Marks

NSC_APG_SMALL_RGB.jpg

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

No response

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

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

TIPS - National Sales Company Certification By Corporate Offerer.pdf

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

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

No response

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

Confidentiality Form

TIPS - Confidentiality Information Status Form.pdf

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

Bonding Capacity Letter from Surety/Insurance Company

CMSUR Good Guy Letter 010622.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -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.

Current W-9 Tax Form

TIPS - National Sales Company W-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="No"/>
2	Yes - No 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/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="Kansas, Colorado, Nebraska, Iowa, Oklahoma, Arkansas, Missouri, Illinois"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="NSC is a 3rd generation/76 year old wholesale distributor and specification representative of applied HVAC equipment and related piping, tools and components. NSC assists with HVAC design, startup, education, and troubleshooting of equipment sold."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Matt Bolin"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Sales Engineer"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="mbolin@nscapg.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7852175896"/>

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Mark Miller"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="VP Sales & Marketing"/>
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14	Secondary Contact Email Secondary Contact Email <input type="text" value="mmiller@nscstl.com"/>
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15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3145817633"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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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="Christine Vollenweider"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="cvollenweider@nscstl.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="3148989762"/>
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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="Matt Bolin"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="mbolin@nscapg.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="7852175896"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="http://www.nscapg.com"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="NSC, NSC APG NSC Applied Products Group"/>
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26	Primary Address Primary Address <input type="text" value="828 N 16th Street"/>
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27	Primary Address City Primary Address City <input type="text" value="Saint Louis"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="MO"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="63106"/>
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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.)

vrf, vav, rtu, hvac equipment, doas, make-up air, Samsung, Addison, OxBox, Bosch, Rheem, JCI, RLS, Zoomlok, Copper Tube, Linesets, boilers, Cerrozone, water source heat pump, Florida heat pump, airzone, mini split, roof top unit, vrv, Paragon, fraser-johnston, unitary, split system, ptac, vtac,

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

Most of our members receive Federal Government grants or other funding 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 include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

32 Yes - No

Certification of Residency - 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?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

33 Company Residence (City)

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

34 Company Residence (State)

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

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

If awarded on PART 1, what is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.

36 MINIMUM Discount Term

If awarded on PART 1, does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria on PART 1. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

37 Yes - No

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

38 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 or the vendor's named resellers and 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 **REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

9 **What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

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

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

4 **REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

0 **What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

4 **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

1 **YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. **YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.

4 2	<p>Yes - No</p> <p>Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?</p> <p>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.</p> <p><input type="text" value="Agreed"/></p>
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4 3	<p>TIPS Administration Fee Paid by Vendor - Not Charged to Customer</p> <p>Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and shall never separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.</p>
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4 4	<p>Yes - No</p> <p>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?</p> <p><input type="text" value="Yes"/></p>
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4 5	<p>Years in Business as Proposing Company</p> <p>Years in business as proposing company?</p> <p><input type="text" value="76"/></p>
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4 6	<p>Resellers:</p> <p>If awarded on PART 1, does the vendor have resellers that it will name under this contract?</p> <p>Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(Resellers are only permitted under a PART 1 award. If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).</p> <p><input type="text" value="No"/></p>
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4 7	<p>Right of Refusal</p> <p>The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.</p>
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48 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.

49 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. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

50 Filing of Form CIQ

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

51 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.

52 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

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.

5
4 **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.

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5 **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.

Yes

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6

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.

Yes, I certify (Yes)

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7

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.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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?

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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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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree?

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1 **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

Does vendor agree?

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2 **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 \$250,000)

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 \$250,000, 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?

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3 **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?

6 4 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 5 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 6 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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7 **2 CFR PART 200 Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

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8 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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9 **2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor Agree?

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FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

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Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

**7
2 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.

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

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

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

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

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

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

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

do you agree to comply with the following federal requirements?

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

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

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

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

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

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

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

No response

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If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, 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 PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

**7
7** **Indemnification**

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."

Do you agree to these terms?

Yes, I Agree (Yes)

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8** **Remedies**

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?

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9** **Remedies Explanation of No Answer**

**8
0** **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. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

8 1	Venue, Jurisdiction and Service of Process <p>Any proceeding, involving Region 8 ESC or TIPS, 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.</p> <p>Do you agree to these terms?</p> <input type="text" value="Agreed"/>
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8 2	Alternative Dispute Resolution Explanation of No Answer <input type="text" value="No response"/>
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8 3	Infringement(s) <p>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.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
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8 4	Infringement(s) Explanation of No Answer <input type="text" value="No response"/>
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8 5	Acts or Omissions <p>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.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
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8 6	Acts or Omissions Explanation of No Answer <input type="text" value="No response"/>
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8 7	Contract Governance <p>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.</p> <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)

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Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. 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

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

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.

9 2 Texas Government Code 2270 & 2270 Verification Form

Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or 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>
I swear and affirm that the above is true and correct.

YES

9 3 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: 300 x 225 px - .png, .eps, .jpeg 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)

9 4	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
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9 5	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. <input type="text" value="No response"/>
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9 6	Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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9 7	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. <input type="text" value="No response"/>
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9 8	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. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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99 **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).

100 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed 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 upload 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". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED 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 an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

101 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

102 **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.

103 **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.

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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.

Agreed

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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.

Agreed

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Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

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CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220106 Comprehensive HVAC (2 Part with JOC)

This Addendum #1 **does not** require action from responding Vendors and **does not** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Pages 4-5 of the solicitation attachment entitled "220106 RCSP Specifications." The original pages 4-5 provided for and discussed a term of years of, "approximately two (2) years with an option for renewal extension for an additional three (4) consecutive one (1) year terms." This Addendum No. 1 corrects it to properly state and describe a term of, "approximately two (2) years with an option for renewal extension for an additional two (2) consecutive one (1) year terms" as expanded upon below. Specifically, the section entitled "Term of Agreement and Renewals" starting on Page 4 and ending on Page 5 of the attachment entitled "220106 RCSP Specifications" is now changed to read as follows:

"Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional two (2) consecutive one (1) year terms. The first renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional one (1) year renewal extension. If TIPS offers the second one (1) year renewal extension terms, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial "two-year" term Agreement, (which is subject to an extension(s)) will still be August 31, 2022 in this example*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022 in this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023 in this example.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute."

ADDENDUM NO. 2 TIPS 220106 Comprehensive HVAC (2 Part with JOC)

This correction ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted ***unless you wish to correct the optional form entitled "PART 2 JOC Pricing of Itemized List of Means Non-Prepriced Items" based on the information herein.*** This Addendum is only to correct a misstatement on the original optional attachment entitled "PART 2 JOC Pricing of Itemized List of Means Non-Prepriced Items." The attachment mistakenly provided for and discussed "Attribute 39." Specifically, any erroneous reference to "Attribute 39" on the specified attachment should be considered immediately replaced with "the Attribute Question asking for Pricing for Markup of Non-Prepriced Items in RS Means Unit Price Book." Please disregard any reference to Attribute 39 on this optional form and consider it to be referencing the Attribute Question asking for "Pricing for Markup of Non-Prepriced Items in RS Means Unit Price Book" instead.

TIPS RFP 220106 Comprehensive HVAC (2 Part with JOC)

REFERENCES

Please provide five (5) references from five different entities, preferably from school districts or other governmental entities who have used your services in the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are

You may provide more than five (5) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Fox C-6 School District	Scott Barbagallo	barbagallos@fox.k12.mo.us	(314) 596-6468
Van-Far R1 School District	Ryan Morris	rmorris@vf.k12.mo.us	(573) 406-3767
Turner USD #202	Chris Crockett	crockettc@turnerUSD202.org	(785) 250-4590
Farmington R-7 School District	Mark Krause	mkrause@farmington.k12.mo.us	(573) 631-4811
Royal Valley School USD 337	Aaric Davis	davisa@rv337.org	(785) 966-2246

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: NATIONAL SALES COMPANY
(Name of Corporation)

CHRISTINE YOLLENWEIDER VICE PRESIDENT/TREASURER
I, (Name of Corporate Secretary) certify that I am the Secretary of the Corporation

VICE PRESIDENT/TREASURER
named as OFFERER herein above; that

MARK T MILLER
(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

VICE PRESIDENT- SALES AND MARKETING
(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 if available

Christine Yollenweider
SIGNATURE

2-14-2022
DATE

SAMSUNG HVAC WARRANTY TERMS

as of 1/1/2020

PRODUCT FAMILY	PRODUCT PREFIX	STANDARD WARRANTY	ENHANCED WARRANTY*	
		5 Year Parts and 7 Year Compressor	10 Year Parts and 10 Year Compressor	Limited Labor One Year
WIND-FREE™ / WIND-FREE 2.0™+	AR	Yes	Yes	Yes
MAX HEAT® / MAX HEAT 2.0®		Yes	Yes	Yes
QUANTUM 2.0		Yes	Yes	Yes
ALL GENERATION WHISPER /PEARL†		Yes	Yes	Yes
STANDARD MAX 3 TON‡	AQN/AQX36	Yes	Yes	Yes
FREE JOINT MULTI	AJ	Yes	Yes	Yes
ALL CAC PRODUCT EXCLUDING -40°	AC	Yes	Yes	Yes
DVM S	AM	Yes	Yes	No
CAC -40°	CAC	Yes	No	No
QUANTUM	AR	5 YEAR COMPRESSOR	No	No
NOVUS	AR	1 YEAR PARTS	No	No
OLDER MODELS	AQV/EH/DH/MH /NJ/AQN/	5 YEAR COMPRESSOR 3 YEAR PARTS	No	No

Samsung HVAC requires registration of products within 60 days of installation to secure the enhanced warranty. Without product registration, the systems will default to the standard warranty. Warranty terms vary by product.

RAC, FJM, CAC, and Eco systems are designed for comfort cooling. RAC, FJM, CAC, and Eco units installed in a non-comfort cooling application will be limited to the standard warranty.

* Enhanced Warranty requires product registration. Conditions apply.

†The Wind-Free™ unit delivers an air current that is under 0.15 m/s while in Wind-Free™ mode. Air velocity that is below 0.15 m/s is considered “still air” as defined by ASHRAE 55-2013 (American Society of Heating, Refrigerating, and Air-Conditioning Engineers).

‡Only Whisper, Whisper Wi-Fi, Max, and Pearl models manufactured after 1/1/2015 qualify for the Enhanced Warranty (10/10/1).

RAC, Single Zone High-Wall System Nomenclature

SEGMENT NUMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14
DESCRIPTION	MODEL	Project/Series		Capacity (Btu/h)	Year	Features		Series		Color	IDU/ODU	Export/Buyer Code			
PRODUCT NAME	Whisper	A	R	0	9	H	S	F	S	H	W	K	N/X	C	V
	Whisper Wi-Fi	A	R	0	9	H	S	F	S	J	W	K	N/X	C	V
	Smart Whisper	A	R	0	9	K	S	W	S	J	W	K	N/X	C	V
	Pearl	A	R	0	9	J	S	F	D	H	W	K	N/X	C	V
	Smart Pearl	A	R	0	9	K	S	W	D	H	W	K	N/X	C	V
	Novus 115V	A	R	0	9	J	S	A	L	B	W	K	N/X	C	V
	Novus 230V	A	R	0	9	J	S	F	L	B	W	K	N/X	C	V
	Quantum 17 SEER	A	R	0	9	K	S	F	P	D	W	Q	N/X	C	V
	Smart Whisper Max Heat™	A	R	0	9	K	S	W	S	P	W	K	N/X	C	V
	Wind-Free™*	A	R	0	9	M	S	W	X	C	W	K	N/X	C	V

*The Wind-Free™ unit delivers an air current that is under 0.15 m/s while in Wind-Free™ mode. Air velocity that is below 0.15 m/s is considered "still air" as defined by ASHRAE 55-2013 (American Society of Heating, Refrigerating, and Air-Conditioning Engineers).

CAC/FJM System Nomenclature

SEGMENT NUMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14
DESCRIPTION	MODEL	Project/Series		Capacity (Btu/h)	Year	IDU/ODU	Unit Type	Feature	Power	System Type		Buyer Code			
PRODUCT NAME	CAC 4-Way Cassette	A	C	0	4	8	J	N	4	D	C	H	/	A	A
	CAC 360 Cassette	A	C	0	4	8	K	N	4	D	C	H	/	A	A
	CAC Duct	A	C	0	4	8	M	N	H	D	C	H	/	A	A
	CAC Slim	A	C	0	1	8	K	N	L	D	C	H	/	A	A
	CAC Wall Mount	A	C	0	2	4	M	N	A	D	C	H	/	A	A
	CAC Multi-Position AHU	A	C	0	1	8	K	N	Z	D	C	H	/	A	A
	CAC -40°	A	C	0	1	8	M	X	C	S	S	S	/	A	A
	FJM Wall Unit	A	J	0	0	9	J	N	A	D	C	H	/	A	A
	FJM Mini 4-Way Cassette	A	J	0	0	9	J	N	N	D	C	H	/	A	A
	FJM Slim Duct	A	J	0	0	9	J	N	L	D	C	H	/	A	A
	FJM 3-Port Outdoor	A	J	0	2	4	J	C	J	3	C	H	/	A	A
	FJM 3-Port Outdoor Max Heat™	A	J	0	2	4	M	C	S	3	C	H	/	A	A

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JOHNSON CONTROLS – JOHNSON CONTROLS INC

Manufacturer's Warranty Policy & Procedures

*(for Johnson Controls HVAC Equipment
w/ label "Fraser - Johnston" sold by NSC
APG)*

Channel Partner Manual

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General Information

GENERAL STATEMENT

It is the objective of Johnson Controls Inc (JCI) to provide its customers with the finest quality heating and air conditioning equipment available in the industry. To support this endeavor, JCI, its Channel Partners, and Contractors will provide prompt, qualified technical service and support.

Johnson Controls Inc provides the manufacturer's responsibility for Johnson Controls Inc as described within its Limited Product Warranty, and provides support with replacement SOURCE 1 Service Parts. The Johnson Controls Inc Limited Product Warranty is available on all JCI Product purchased from Channel Partners and Contractors. Johnson Controls Inc.'s responsibility for defective workmanship and material is limited to the repair or replacement, F.O.B. point of shipment, at the option of JCI, of any parts found to be defective within the warranty period. The Channel Partner is responsible for making available a complete selection of JCI product literature and SOURCE 1 Service Parts, and is expected to support Johnson Controls Inc Limited Product Warranty obligation to the Contractor. The Contractor is expected to perform the installation and service of JCI products in a satisfactory manner.

It is expected that Distribution will minimize and manage the level of service costs to the manufacturer. Factors, such as costs associated with the competency of installing contractors, the geographic location, labor agreements and similar factors, should be accounted for in the Channel Partners service reserves.

Johnson Controls Inc will not be liable for any warranty coverage extended by any reseller to the purchaser of JCI product that has not been documented explicitly in writing by JCI. The use or implication of the Johnson Controls Inc name with any additional warranty or statement of coverage is strictly prohibited. We strongly encourage all Channel Partners to educate Contractors and Consumers regarding the policy and procedures set forth in this manual and the administration of the Johnson Controls Inc Limited Product Warranty.

MANUAL OVERVIEW

This Warranty Manual is designed to assist Distribution Centers in the administration of the JCI Limited Product Warranty. The policies and procedures compiled herein shall serve as operating instructions when administering JCI's Limited Product Warranty Policy.

This warranty manual covers the policies and procedures for warranty administration during the Limited Warranty period. Exclusions from the warranty coverage have been outlined as well. Conforming to the policies and procedures outlined in this manual will help in the prompt settlement of warranty claims.

Questions on procedures not contained herein should be directed to your Field Service Supervisor or Warranty Administrator.

This warranty manual has been divided into several sections for ease of use. Any changes and updates to this manual will be done on a quarterly basis and will be communicated in a Warranty Bulletin. Please maintain a current copy of our Johnson Controls Inc Warranty Manual. This will assure that each

Distribution Center is operating according to current procedures.

The intention of this manual is to reduce warranty administration costs and to expedite the settlement of claims. We will best be able to serve the needs of Channel Partners and Contractors with clear and concise policies to administer the warranty system.

Channel Partners should ensure that all Contractors understand Johnson Controls Inc. warranty practices. It is recommended that each Channel Partner develop a Contractor manual based on the content of this manual and their own internal warranty policies for communication to Contractors.

WARRANTY LEGISLATION

The Magnuson-Moss Warranty Act imposes specific duties and liabilities on manufacturers and sellers who offer written warranties on consumer product. The Act applies to consumer products manufactured after July 4, 1975. Consumer products are defined as “tangible personal property, which is normally used for family or household purposes...and separate items of equipment attached to real property such as air conditioners, furnaces and water heaters.”

The Act provides that “written warranties be part of the basis of the bargain”. This means that the consumer must not pay any consideration beyond the purchase price of the product to receive the benefits of the written warranty agreement. The Act also provides that the seller will “make available, prior to the sale, a clear and concise display of the written warranty to the prospective buyer”. Failure to make warranties available may violate the Act and may result in loss of protection afforded by the warranty.

With increasing national emphasis on Consumer Protection, JCI strongly encourages its Distribution to:

- Clearly display the Manufacturer’s written warranties.
- Familiarize Contractors and retail purchasers with the warranties.
- Point out the differences between the Manufacturers Limited Warranty and purchased Extended Warranty Plans.
- Retain a copy of the completed warranty certificate and Bill of Sale for future reference.

PRODUCT RECORDS

In addition to the Act governing written warranties, the Consumer Product Safety Commission in conjunction with the Federal Trade Commission imposes certain responsibilities on the seller(s) of consumer products. Specifically, they require re-sellers to be able to locate consumer products in the event of ‘product recall’ or ‘modification’ where safety hazards or deficiencies exist. The requirement is that “Every person who is a manufacturer, labeler, or distributor of a consumer product shall establish and maintain product record.” These records must include:

- Name and address of the purchaser
- Installation and/or sales date of purchase
- Person to whom shipment was made
- Model/Serial number of purchased equipment

These records must be maintained for a period not less than ten years from the beginning of warranty.

WARRANTY RESPONSIBILITIES

Manufacturer's Responsibilities:

1. Protect users of the manufacturer's product against defective materials and workmanship.
2. Communicate clearly to Channel Partner the exact protection covered in the warranties.
3. Make available repair/replacement parts in a prompt manner.
4. Provide special plans and service communication in the event of unusual occurrences of product defects.
5. Establish and administer warranties in a manner that does not impose undue hardships on the Channel Partner.
6. Retain service parts through the warranty period.

Channel Partner Responsibilities:

1. Extend no less than the terms and conditions of JCI's warranty policy to their customers.
2. Administer JCI's warranty in accordance with this manual and maintain the manual to its most current revision level.
3. Maintain facilities, equipment, and personnel that are capable of fulfilling the provisions of JCI's warranties, to the end user.
4. Provide the end purchaser with instructions and literature for the safe and proper use of equipment.
5. Conduct continuous service training programs for Contractor and service contracting organizations to prepare technically for fulfilling JCI's warranties.
6. Make adjustments with Contractors in instances of excessive cost of maintaining the manufacturer's warranties.
7. Maintain inventory parts, as required, to give satisfactory service.
8. Maintain complete serialized product

installation records.

9. Ensure that all Contractors are registered and understand the warranty policies and procedures.
10. Ensure that all Contractors actively obtain and report accurate warranty information throughout product registration and the claims submittal process.

Contractor Responsibilities:

1. Implement the terms and conditions of JCI's warranties.
2. Provide facilities, equipment, and trained service technicians, as required, to apply, install, and service equipment according to the manufacturer's instructions.
3. Inventory parts, as required, to give the customer prompt and satisfactory service.
4. Communicate to all customers the exact protection provided by the JCI warranties, as well as instructions on the proper operation and maintenance of the equipment.
5. Maintain complete serialized product installation records.
6. Guarantee Contractor material, workmanship, and other equipment not supplied by the manufacturer.
7. Provide the first-year warranty labor except where specifically provided by the manufacturer.
8. Contractor should always communicate the importance of product registration.
9. Report accurate warranty information, consumer information, and parts numbers on warranty claims or to Channel Partner.

Consumer's Responsibilities:

1. Register product online at www.upgproductregistration.com or return the completed registration card to JCI. Registration must be completed

online to receive the extension of the standard warranty (10 year parts and lifetime Compressor/Heat Exchanger for qualifying units).

2. Operate the equipment in accordance with the instructions given in the JCI Owner's literature.
3. Perform or have performed routine maintenance of equipment, including lubrication, cleaning and replacement of filters and belts as may be specified in the owner's literature.
4. Provide ready access to equipment for servicing.
5. Contact consumer relations for assistance regarding registration or warranty terms at 877-874-7378 option 2.

PRODUCT REGISTRATION

JCI, its Channel Partner, the Contractor and the Consumer share the responsibility to account for the tracking of JCI products. JCI encourages all re-sellers to follow its product registration procedure to effectively serve customers. Through accurate product registration, JCI is better able to service product warranties.

There are two methods for unit registration.

1. Online Registration
Channel Partner & Contractor website:
www.hvacnavigator.com
Consumer website:
www.upgproductregistration.com
2. Complete and return Warranty Registration Card to JCI. The registration card can be completed by the Contractor or Consumer.

Mail completed cards to:

Johnson Controls – Johnson Controls Inc
Product Registration
5005 York Drive
Norman OK 73069

**To receive the extension of the standard warranty to 10 year parts & lifetime compressor/heat exchanger on eligible equipment the registration must be submitted online within 90 days of install.*

Channel Partner Information:

JCI ships its product to Distribution Centers with the unit model and three serial number identification stickers attached to the unit. These identification stickers are to be used as follows.

1. Two identification stickers are for Channel Partner use.
2. The third identification sticker should be attached to the warranty registration card.

The "Warranty Registration Card" is located in the Installation/Instruction Packet, which is packed with each unit.

NOTE: *In lieu of registering the unit, the JCI Warranty will commence from the latest date on record (date of manufacture, date of shipment to Channel Partner, date of delivery to Contractor, date of installation).*

REMINDER: ENCOURAGE CONTRACTORS TO REGISTER THE PRODUCT ONLINE

COMMUNICATION

Johnson Controls Inc has hundreds of Channel Partners throughout the United States and Canada. As a large manufacturer servicing such a vast territory, it is vital to maintain direct communications between the field and responsible factory personnel.

POINTS OF CONTACT

Field Service

Technical Service
& Consumer Relations

TELEPHONE

877-874-7378 option 1 – Mobile Home
 2 – Consumers
 3 – Channel Partner Parts Help
 4 – Channel Partner Warranty Help
 5 – JCI Branch assistance
 6 - Contractors

WARRANTY ADMINISTRATION

General Warranty inquiries limited to the following types of information can be obtained from WWW.HVACNAVIGATOR.COM or by calling 1-866-621-9675.

- Serial Number inquiries and verification
- Claim and Contract status
- Claim Payment information
- Consumer Registration information

Contractors should contact their Channel Partner for assistance. Consumers can contact Consumer Relations (877-874-7378 option 2) or contact their servicing Contractor.

To obtain more detailed information related to specific warranty policies, and procedures refer to the following table.

<u>Management</u>		<u>Telephone</u>
Lee Sims	Manager, Warranty Administration	316-239-2966
<u>Warranty Audit and Recovery</u>		
Shanna Duncan	Warranty Auditor	866-621-9675
<u>Standard Warranty Comfort Plan</u>		
		<u>Telephone</u>
Michelle Pfingsten	Warranty Processor	866-621-9675
Debbie Torres	Warranty Processor	866-621-9675
Kelly Bradley	Warranty Processor	866-621-9675
Tonia Schickel	Warranty Processor	866-621-9675
Melody Lynch	Warranty Processor	
Jessica Biggs	Warranty Processor	866-621-9675
Dawn Jackson	Warranty Processor	

Warranty Fax Number

Fax: 844-834-3930

Warranty Email

UPGWARRANTY@JCI.COM

ORDER MANAGEMENT, SOURCE 1 PARTS & EQUIPMENT

Telephone: 800-536-6112

Fax: 800-710-1893 or 405-419-6634

Ajax technical support/warranty

Telephone: 877-329-7430

Email: AppliedDXTechsupport@jci.com

MAILING & INTERNET ADDRESS

Channel Partner/Contractor website: www.hvacnavigator.com – Warranty Navigator
Consumer website: www.upgproductregistration.com

Product Registration:

JCI
Product Registration
5005 York Dr.
Norman, OK 73069

Warranty Claims:

JCI - Warranty Dept
Attn: Standard Warranty
3110 N. Mead
Wichita, KS 67219

Desktop Audit Program:

JCI - Warranty Dept
Desktop Audits
3110 N. Mead
Wichita, KS 67219

Comfort Plans:

JCI - Warranty Dept
Comfort Plans
3110 N. Mead
Wichita, KS 67219

DGAT Claims:

JCI - Warranty Dept
DGAT Claims
3110 N. Mead
Wichita, KS 67219

Please refer to the following groups within JCI to determine who can best address your specific questions or concerns.

I. Contact your Johnson Controls Inc Field Service Supervisor for information on the following:

1. Technical Guidance and Procedures
2. Troubleshooting or Equipment Performance Problems
3. Service Parts Problems
4. Installation and Service Procedures
5. Service Bulletins & "Service Letter" Policies
6. In-house Channel Partner Service Training

II. Contact Johnson Controls Inc Warranty Administration for:

1. Warranty Coverage Information
2. General Service Policies
3. Product Warranty Claim Procedures
4. Credits and Open Warranty Claims
5. Extended Warranty Policies & Procedures
6. Model/Serial Number Inquiries are available on Warranty Navigator.
7. Changes or updates to Contractor information.

III. Contact Johnson Controls Inc Source 1 Customer Service Representative for:

1. Service Parts Orders
2. Service Parts Policies and Pre-Season Programs
3. Contractor Parts Stocking Program
4. Miss-shipped or New & Unused Parts Returns.
5. Freight damage claims.

JCI promotes an open channel of communications as shown above. Should you ever experience any difficulty in having your questions answered we invite you to contact the Manager of the Department or

your JCI Regional Sales Manager for further assistance.

Personal Injury And Property Damage Policy

It is important that Johnson Controls Inc comply with the Consumer Product Safety Commission's regulations on Substantial Product Hazard Reports. In doing so, all personal injury claims, and property damage claims over \$5,000.00 should be reported immediately to JCI as described below.

Determining a Reportable Occurrence

Occurrences are not reportable unless one of the following results.

Personal injury or loss of life.
Property damage or economic loss
exceeding \$5,000.00.

Reporting the Occurrence

Within 5 days after receiving notice of a reportable occurrence, the Channel Partner Service Manager should make contact with one of the following offices at JCI.

Johnson Controls Inc Service Department
(877) 874-7378 extension 3.

All known facts of the occurrence should be reported. Even if detailed information is unavailable, there should be no delay in making the initial telephone report. A determination will then be made whether the nature of the occurrence requires further field investigation.

Continued Development / Investigation

The Johnson Controls Inc Legal Department requests that any further investigation of the product related injury or property damage be

conducted according to the provisions of the “Personal Injury/Property Damage Report”. For an example of this report and for more detailed information on these claims consult the “Customer Relations” section of your Channel Partner Marketing Manual.

PRODUCT LIMITED WARRANTY

The product warranty is a statement to the user about the manufacturer’s integrity as a designer and manufacturer. Products manufactured and branded by JCI are warranted to be free from defects in material and workmanship under normal use and maintenance. The limited warranty is for a specified period of time from the date of original installation. Specifics for each type of warranty coverage are detailed in the following sections and are listed on the individual warranty certificates.

EXCLUSIONS FROM THE LIMITED WARRANTY

Standard warranty does not cover:

1. Shipping, handling, labor, or material charges.
2. Damages resulting from transportation, installation or servicing.
3. Damages resulting from accident, abuse, fire, flood, acts of God, or alteration for any reason (tampering, altering, defacing or removing the product serial number will also serve to void this warranty).
4. Damages resulting from use of the product in a corrosive atmosphere.
5. Damages resulting from inadequacy or interruption of electrical service or fuel supply, improper voltage conditions, blown fuses, or other like damages.
6. Cleaning or replacement of filters.
7. Damages resulting from failure to properly and regularly clean air and/or water side of condenser and evaporator.

8. Damages resulting from: (I) freezing of condenser water or condensate; (II) inadequate or interrupted water supply; (III) use of corrosive water; (IV) fouling or restriction of the water circuit by foreign material or like causes.
9. Damages resulting from operation with inadequate supply of air or water.
10. Damage resulting from use of components or accessories not approved by JCI (vent dampers, etc.).
11. Relocation of the unit from its original installation site will serve to void the warranty.
12. Parts not supplied or approved by JCI or damage caused by said parts.
13. Increase in fuel or electric cost.
14. Failures or damages resulting from improper selection, installation, or application of equipment other than that which is specified in JCI product-information publications.

EFFECTIVE WARRANTY PERIOD

The effective beginning date of the warranty period is the original date of installation. The date of original installation is defined as:

Replacement Unit: “The date the product is first set, connected, and wired in a manner to operate.”

New Construction: “The date of property settlement or initial date of occupancy for the original owner (proof of installation date may be requested or property closing documents); not to exceed 12 months from the date the unit was tested, charged and adjusted in a manner to operate”.

Combination heating and cooling systems have only one date of original installation and therefore, warranty coverage begins on this date. It is expected that both heating and cooling cycles will be thoroughly tested at start-up for correct operation.

Determining the Effective Date of Warranty (Non-registered Units)

submitting the warranty claim to JCI.

If a claim is filed on a non-registered unit, the Channel Partner must provide the installation date before the claim will be processed. The Channel Partner can provide the installation date or use the latest date on record as the installation date (e.g. date of manufacture, date of shipment to Channel Partner, date delivered to Contractor, or installation date.) This date may be subject to a desktop audit. The following items may be used to prove the installation date:

1. Copy of original bill of sale for the unit or installing Contractor's invoice with the JCI product description and serial number imprinted on the document.
2. Date of shipment to Contractor if known and documented. A copy of the Channel Partner invoice with product description and serial number imprinted on the invoice (invoice date < 90 days of install date).
3. Date of shipment to Channel Partner.
4. Closing Documents from purchase of new construction residence.

Documentation not accepted for proof of installation date are as follows:

1. Start Up Forms
2. Warehouse Release
3. Pick Tickets
4. Ship Tickets
5. Home Warranty Purchase Forms

JCI will determine the warranty period as described. The warranty period and effective date of warranty are used to determine warranty expiration date. If the warranty is close to expiring, JCI requires the establishment of an effective date before

SUBMITTING TIMELY CLAIMS

JCI requires that warranty claims be submitted on a timely basis. Customers are requested to notify their servicing Contractor as soon as a problem is discovered and it is our intent to resolve and pay for all warranty liabilities on a current basis. JCI reserves the right to adjust warranty credits according to the following schedule for claims submitted 90 days or more beyond the service date.

Days beyond Failure Date	Credit Discount
90-119 Days	10%
120-179 Days	20%
180-269 Days	30%
270-359 Days	50%
>359 Days	100%

CUSTOMER AUDIT

At the discretion of JCI, Field Service and/or the JCI Warranty Department may conduct customer audits. The purpose of such audits would be to (1) determine that repairs were made in accordance with current warranty policy and (2) all warranty policy & procedures have been followed throughout the distribution channel.

In an effort to reduce the paperwork involved and aid in faster turnaround warranty claims processed will require the following types of documentation at the time of submittal:

- Proof of installation for the warranty start date
- Compressor data plates on compressor replacement claims
- Channel Partner Sales Invoice on service part claims with Extended Warranty over \$100.
- Contractor Work Order on repairs not claiming parts.

In lieu of support documentation, distribution will participate in a fair and simple “desk-top” audit program.

The number of documents requested will be based on claim volume following a standard statistical sampling method. The sample sizes, therefore, will be randomly selected and relatively small. JCI may request:

- Contractor Credits
- Proof of Installs
- Compressor Data Plates
- Equipment Data Plates
- Sales Invoices for Service Parts Claims
- Invoices or Service Work Orders
- Bill of Lading Documents for compressor returns (The failed compressor serial numbers must be indicated on the bill of lading.)
- Crane invoice

The basic terms and conditions of the “Desk-Top” audit program are as follows:

1. Claims will be selected on a random basis.
2. JCI will request documentation via email on a daily basis.
3. Documentation should be emailed to Auditor for review to upgwarranty@jci.com
4. We will allow a 14-day response time from the date of the email request.
5. If no response is received within 14 days of the email request, JCI will reverse the claim.
6. Copies of the data plates and compressor tags will be accepted via fax or email.
7. Claims that do not pass the test may be reversed.
8. All documentation should be retained at the Channel Partner location for a period of 90 days from credit date to insure that the audit

- requirements have been met.
9. Customer has 14 days to dispute the audit findings.
 10. JCI retains the right to re-test whenever an audit is failed.

WARRANTY CLAIM STATUS

It is the responsibility of the Channel Partner to check the status of all submitted claims, through the warranty claim status application on www.hvacnavigator.com in Warranty Navigator. Channel Partner and Contractor are able to receive email notifications of claim status change when email addresses are listed on Contractor Account in Warranty Navigator. Claims that have been submitted may require some form(s) of documentation.

The type of documentation required will be indicated on the warranty claim status application. It is important to provide this documentation in a timely manner or a claim may be denied. Warranty claims that are Pending Documentation may be sent back to Channel Partner to add or edit claim as needed. JCI retains the right to deny any claims if the requested documentation is not provided within 30 days. If there are any questions regarding the status of claims, the Channel Partner should contact the Warranty Department for assistance.

Compressor Policy

DEFECTIVE HERMETIC COMPRESSORS

JCI Channel Partners and Branches (are required to promptly file compressor warranty claims. Late compressor claims are subject not only to late filing fees but also claims reversal should the vendor warranty expire as a result of delayed filing. **Select JCI independent Channel Partners and Branches (WRC members) are responsible for promptly returning, directly to the compressor manufacturer, which fail within the vendor's warranty periods.** Be certain the compressor is returnable, as additional fees apply if compressors beyond vendor warranty are returned.

Compressors for each manufacturer should be consolidated onto skid loads, when possible, and returned at least once per month. Under no circumstance should any compressor be held more than one month. Any compressor returned improperly to the vendor is subject to additional fees, freight and reversal of claims credit.

Shipping Procedures for Hermetic Compressors-

1. Include a copy of the claim form with each shipment.
2. Seal all open refrigerant connections to prevent any contamination or spillage. The shipment must be physically prepared to insure the safe, secure and acceptable transport to the designated locations.

NOTE: Under no circumstances should a compressor be returned to the vendor that

contains a positive charge of refrigerant. Compressors / units suspected of containing refrigerant will be refused and returned to the sender.

3. Bill of Lading and freight bill must list the number of pieces being shipped. Do not list skids or cartons.

Bills of Lading must state:

A Gas or Liquid Compressor, Old, Used, Per item NMFC = 123275 Sub 2. Actual Value not exceeding \$1.50 per pound. Density not less than 30 lbs. per cubic foot.

Do not cover the nameplate on the compressor with paperwork or tags.

Warranty Claim must be filled out completely with the following information, before full warranty credit will be given:

Failed Model and Serial Number
Install/Fail Dates
Replacement Model and Serial Number
Bill of Lading information
Picture of failed Model and Serial Number

4. Ship the defective compressor to the appropriate address, collect, via carriers specified by the compressor manufacturers.

JCI retains the right to refuse or adjust warranty credit to the Channel Partner for any compressor return made in violation of the policy.

Scrapping Hermetic Compressors- Independent Channel Partners

Compressors authorized for scrapping must be in accordance with the following procedures.

- The compressor data plate must be retained for all scrapped compressors and may be requested by JCI Warranty through quarterly desktop audits.
- Compressors that are eligible for scrapping should not be returned to the vendor.
- Indicate failed compressor serial number and the new compressor serial number on the claim.

**Scrapped compressors are to be properly disposed of within thirty days.
Scrapped compressors may not be sold for any purpose other than salvage-value.**

Do Not Scrap Hermetic Compressor if:

If the compressor is listed on the most current quarterly parts return list. The manufacturer's warranty can be determined from the compressor serial number (nomenclatures: see pages 15-20). Do not scrap Copeland, Tecumseh, Danfoss, LG, Mitsubishi or Panasonic if they are within the manufacturers' warranty.

- **Danfoss Scroll Technologies: 24 months from build date**
- **Tecumseh: 20 months from build date**
- **Panasonic: 24 months from build date**
- **Copeland: 20 months from build date**
- **LG – 36 months from build date**
- **Mitsubishi – 18 months from build date**

Danfoss Return Instructions:

An RMA is required from Danfoss before returning the compressor. See return instructions on page 18.

Panasonic Return Instructions:

Panasonic contact information and return procedure on page 17.

Mitsubishi Return Instructions:

Authorization is required from Mitsubishi before returning the compressor. Please refer to return instructions on pages 21 - 23.

Copeland Return Instructions:

Channel Partner must contact Kurt Woeste at Emerson for Bill of Lading. Once Bill of Lading is received part will be picked up per Emerson instructions. Bill of Lading should be uploaded to claim when complete.

Contact information:

Kurt.Woeste@emerson.com

Office: 937-498-3860

Warranty Return Center (WRC) Customers

Tecumseh Compressors

Ship Freight Collect to:
Tecumseh Compressor Company
Warranty Returns
5424 Highway 145 South
Verona, MS 38879

Compressor nomenclature listed on page 16

Approved freight Line is YRC

Danfoss Scroll Compressors

Ship to:
Danfoss
11655 Crossroads Circle
Baltimore, MD 21220

Ship ticket will be provided by the Warranty Dept.

Compressor nomenclature listed on pages 15 & 19

*For Danfoss returns please review page 18

Copeland Compressors

Hermetic (Scroll) - Ship to:
Emerson Climate Technologies, INC.
Warranty Lab
1675 W Campbell Road
Sidney, OH 45365

Semi Hermetic - Ship to:
Copeland Corporation LLC
Warranty Return Department
616 Conrad Harcourt Way
Rushville, IN 46173

Compressor nomenclature listed on page 15.

LG Compressors

Ship Freight Collect to:
LG Electronics USA Inc
Attn: Marcus Choi
13701 Hutton Dr. Suite 100
Farmers Branch, TX 75234

Compressor nomenclature listed on page 20

Approved freight Line is YRC

Mitsubishi Compressors

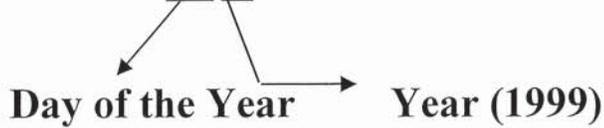
Ship to:
Mitsubishi Electric US, Inc.
1340 Satellite Blvd
Suwanee, GA 30043
Attn: Atsushi Suzuki/Albin Ivanowski

Example of data plate date stamp on page 20

*Documentation from page 21 - 23 must be provided with returned compressor.

BRISTOL: 20 Months from Manufactured Date.

SERIAL NUMBER: 108 99 XXXXXX



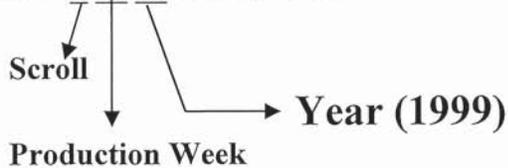
Day & Month Coding

JAN	=	1-31
FEB	=	32-59
MAR	=	60-90
APR	=	91-120
MAY	=	121-151
JUN	=	152-181
JUL	=	182-212
AUG	=	213-243
SEP	=	244-273
OCT	=	274-304
NOV	=	305-334
DEC	=	335-365

Interpretation: Vendor Warranty Period runs from April 18, 1999

Danfoss Scroll Technologies: 24 Months from Mfg. Date.

SERIAL NUMBER: S 41 99 K XXXXXX



Month & Week Coding

JAN	=	1-5
FEB	=	6-9
MAR	=	10-13
APR	=	14-17
MAY	=	18-22
JUN	=	23-26
JUL	=	27-31
AUG	=	32-35
SEP	=	36-39
OCT	=	40-44
NOV	=	45-48
DEC	=	49-52

Interpretation: Vendor Warranty Period runs from the week of October 5, 1999 through the week of June 5, 2001.

COPELAND: 20 Months from Manufactured Date.

SERIAL NUMBER: 99 L XXXXXX



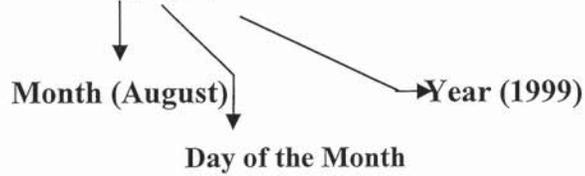
Month Coding

A	-	JAN
B	-	FEB
C	-	MAR
D	-	APR
E	-	MAY
F	-	JUN
G	-	JUL
H	-	AUG
I	-	SEP
J	-	OCT
K	-	NOV

Interpretation: Vendor Warranty Period runs from December 1999 Through August 2001.

TECUMSEH: 20 Months from Manufactured Date.

SERIAL NUMBER: H 20 99 XXXX



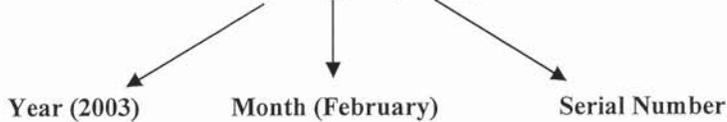
Month Coding

- A - JAN
- B - FEB
- C - MAR
- D - APR
- E - MAY
- F - JUN
- G - JUL
- H - AUG
- J - SEP
- K - OCT
- L - NOV
- M - DEC

Interpretation: Vendor Warranty Period runs from August 20, 1999 through April 20, 2001.

GENERAL REFRIGERMETICS: 20 Months from Manufactured Date.

SERIAL NUMBER: 3 B 12345



Year Coding

- 3 - 2003
- 4 - 2004
- 5 - 2005
- 6 - 2006
- 7 - 2007

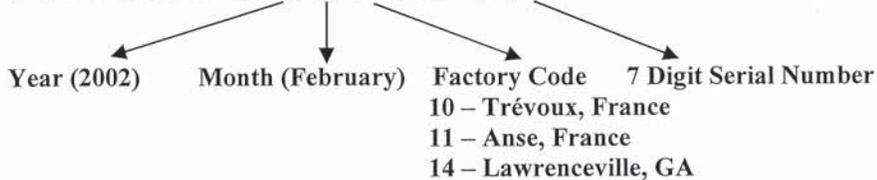
Month Coding

- A - JAN
- B - FEB
- C - MAR
- D - APR
- E - MAY
- F - JUN
- G - JUL
- H - AUG
- I - SEP
- J - OCT
- K - NOV
- L - DEC

Interpretation: Vendor Warranty Period runs from February 2003 through October 2004.

DANFOSS INC.: 24 Months from Manufactured Date.

SERIAL NUMBER: N B 10 1234567



Year Coding

- K - 1999
- L - 2000
- M - 2001
- N - 2002
- P - 2003
- Q - 2004
- R - 2005
- S - 2006
- T - 2007
- U - 2008

Month Coding

- A - JAN
- B - FEB
- C - MAR
- D - APR
- E - MAY
- F - JUN
- G - JUL
- H - AUG
- J - SEP
- K - OCT
- L - NOV
- M - DEC

Interpretation: Vendor Warranty Period runs from February 2002 through October 2004.

Panasonic Compressor Return Procedures

These compressors are manufactured by Panasonic and are rotary compressors. They have Matsushita on the compressor serial number tag. All of these compressors are to be returned if they are within the 24 month warranty.

Determine if the compressor failed within the 24 month warranty period by reviewing the date code that is stamped into the side of the compressor with white ink. Call Pilar Fernandez at 201-348-5217 for an RMA number. She can also be reached by email at the following email address: Pilar.Fernandez@us.panasonic.com. Make sure you have the date code and bar code (from the data tag) available when you call or in your email.

Return the compressor freight collect to one of the addresses listed below. An RMA number from Pilar Fernandez must accompany the compressor return.

Panasonic will advise the shipping method and ship to address at the time of contact. Include a copy of the warranty claim with the compressor return.

****Please include the RMA number and BOL on your warranty claim for all returned rotary compressors.

Return to addresses:

Panasonic Industrial Co.
Two Riverfront Plz, 7 floor
Newark, NJ 07102
Attn: Pilar Fernandez
Phone: 201-348-5217

When returning the compressor please ship it via UPS ground and use the following account number / Bill to information.

Shipper No.: 4F9583
Shipper Name: Panasonic Industrial Company
Shipping Address:
Attn. ATG – Warranty
3 Panasonic Way
Pana-Zip 7E-2
Secaucus, NJ 07094

Danfoss Maneurop, Ltd. Commercial & Residential Compressors Return Procedures

These instructions are for both Residential Scroll compressors and Compressor Blue compressors.

- Contact the Danfoss Return Center for an RMA number prior to returning the compressor. The model and serial number of the failed compressor MUST be available to obtain an RMA number.

Phone: 410-513-1197

Fax: 410-931-0679

Email: USwarranty@danfoss.com

- All returned compressors should be properly packed and palletized to avoid damages. Either the original packaging can be used or appropriate cardboard boxes can be provided upon request. The suction, discharge and oil fittings must be properly sealed to maintain the oil charge (do not drain any oil prior to sealing). The compressor must be shipped in its upright position.
- Please return all compressors to the following address.

Shipping Address:

Danfoss Scroll technologies, LLC
Attn: Return Center
11655 Crossroads Circle
Baltimore, MD 21220

The shipment of returned compressors will be refused if:

1. The shipment is sent freight collect
2. The compressor is not shipped in its upright position.
3. The compressor is returned without an RMA number.

Johnson Controls Warranty Department will provide a Pre-Paid Shipping Label to return compressor(s) to Danfoss.



NEWS

Danfoss Commercial Compressors

Serial numbers update

February, 16th 2010

Starting from January 2010, the serial number system for Danfoss Commercial Compressors products has been updated. This update mainly applies to the year code for which the old system ended at 2009.

All compressors except Performer H series & MLM/MLZ

A	B	12	12345678
Year code	Month code	Plant assembly line code	8 digits serial number

Year code

1990	A	2000	L	2010	A	2020	L
1991	B	2001	M	2011	B	2021	M
1992	C	2002	N	2012	C	2022	N
1993	D	2003	P	2013	D	2023	P
1994	E	2004	Q	2014	E	2024	Q
1995	F	2005	R	2015	F	2025	R
1996	G	2006	S	2016	G	2026	S
1997	H	2007	T	2017	H	2027	T
1998	J	2008	U	2018	J	2028	U
1999	K	2009	V	2019	K	2029	V

Month code

January	A	July	G
February	B	August	H
March	C	September	J
April	D	October	K
May	E	November	L
June	F	December	M

Plant and assembly line code

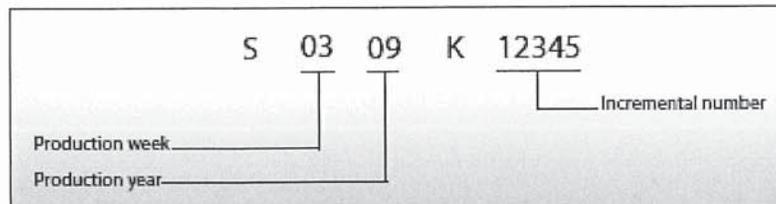
Trévoux, France	10, 23, 24	Wuqing, China	25, 27
Anse, France	11, 12, 13	Arkadelphia, USA	28
Lawrenceville, USA	14, 15, 26		

Serial number

The serial number continues to increment from existing counters.

Performer H series & MLM/MLZ

The serial number system for Performer H series and MLM/MLZ is different from the above and remains unchanged.

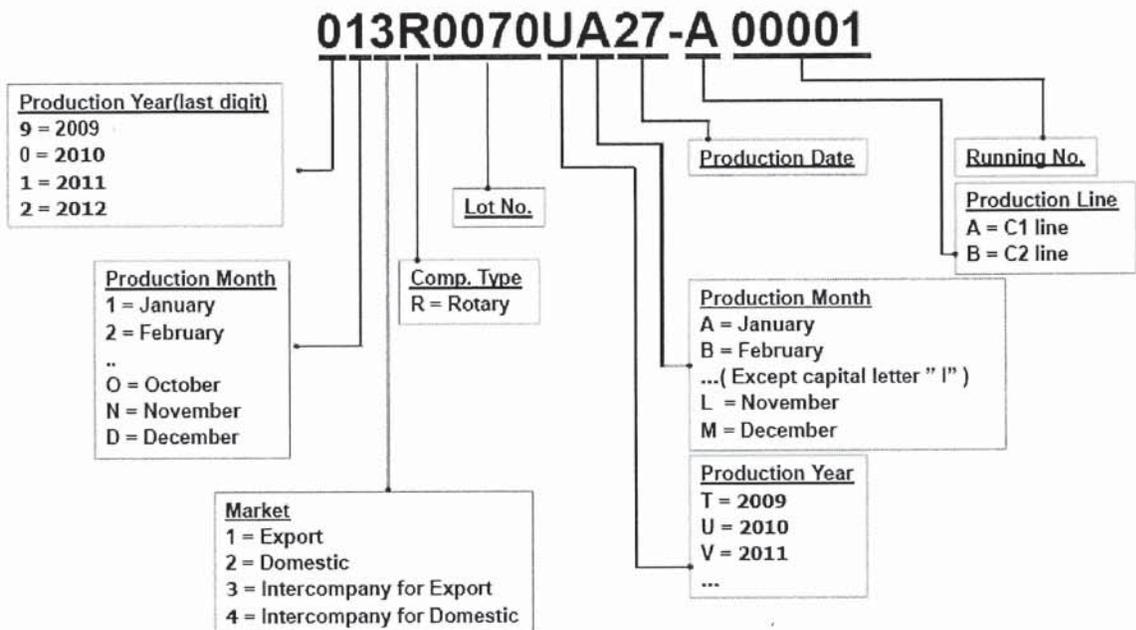


LG Compressors

Comp. Serial No. (LGETH)



Example :



Mitsubishi Compressors



Date Stamp

Serial Number

Mitsubishi Return Documentation Forms



SIAM COMPRESSOR INDUSTRY CO., LTD

SCI's Claimed Compressor System

To : Valued Customers

Please be advised our SCI Claim Compressor System will be as following;

When the failure happens, customers are requested to fill out the form "***Defective Compressor Slip (DCS)***" and send back to our side by E-mail or Fax.

With information provided in DCS, each defective compressor will be preliminary analyzed by our Quality Assurance Department. We might ask you to send the defective compressor back to the factory for further investigation.

The investigation possibly result in 3 ways;

1. Compensate customer immediately (in case SCI's fault)
2. Not compensate, due to customer's application fault
2. Compressor is normal

Note:

1. The defective compressors must be kept in good condition, according to SCI's Storage Instruction.
2. The defective compressors must be in warranty period, or within 18 months from the production date*.
**Production Date is printed on the top of compressor, and compressor label*
3. When the failure happens, customer is requested to fill out DCS form, and send to us as soon as possible.

Sincerely Yours,

EMAS Sales and Marketing Department



SIAM COMPRESSOR INDUSTRY CO., LTD

STORAGE INSTRUCTION FOR DEFECTIVE COMPRESSOR

This instruction is determined to be a general procedure for preventing the corrosion due to the excessive moisture amount contained in compressor after removed the rubber plugs during the air conditioner manufacturing processes, compressor installation or soldering of compressor pipes to the refrigeration unit.

The limitation for moisture content in compressor is generally 100 PPM or less, at the balance moisture at 60 °C.

Normally, 10 minutes after the rubber plugs are removed, compressor will contain moisture more than 100 ppm at any level of the humidity ratio. Therefore the amount of moisture inside the compressor is considered as one of the most significant factors that creates the locked problem of compressor apart from the soldering flux, dirt, and the foreign particles from the pipe ends.

After the defective compressor is found, direct to following procedure is desirable.

1. **Remove** all dirt, soldering flux and foreign particles from the pipe ends.
2. **Place** the clean rubber plug into the suction pipe (the bigger one).
3. **Execute** evacuation from the high-pressure side (discharge pipe) by connecting the flexible host of vacuum pump to discharge pipe. Continue this evacuation until the pressure declines to *at least 2 torr (or 0.35 mmHg)* which should take at least 45 minutes.
4. **Confirm** that specified vacuum has been drawn by listening to the smoother sound of vacuum pump.
5. **Check** for the sufficient evacuation by checking for charges in the degree of the vacuum that is shown by the constant of the pressure after the vacuum pump stopped.
6. **Remove** flexible host of vacuum pump.
7. **Place** immediately the clean rubber plug into the discharge pipe and charge N_2 into compressor through the discharge rubber plug as well as suction rubber plug at *least 2 kg/cm²* (the charge needle is required for charging process by penetrating through the rubber plugs)
8. **Make sure** that rubber plugs are firmly put into both pipes.
9. **Put** some grease to the G/Terminal to protect corrosion from the atmospheric moisture
10. **Store** the defective compressor in dry-indoor place. Do not expose to the outdoor.
11. **Recharge** the N_2 again every 1 month for longer storage time.

**Step 1,2,7,8,9 and 10 must be followed in any case, even evacuation process is not available.*

**Step 3,4,5, and 6 may be ignored in emergency case but should be done whenever possible.*

**SCI will not guarantee claimed compressor that delivered without rubber plug in every pipe.*

**Never energize the vacuumed compressor.*



DEFECTIVE COMPRESSOR SLIP

Fax To : Export Sales Department / Siam Compressor Industry
 Fax No : +662-586-4233 / 586-2992
 E-mail : sexportsales@siamcompressor.com

PART I : For Customer uses

Compressor Model	Stamped Date (on Top of Compressor)	Serial No. (on Nameplate)	Problem	Rejected Dated.	Rejected from		If from Field, please identify using period	AC type			Application	Please advise amount of Refrigerant Charged	Please measure the Resistance of each Terminal(Ohm), then fill data as the following.					
					Production Line	Field		one piece	Split	Cooling			Heat Pump	C-R / U-V	C-S / V-W	R-S / U-W	Terminal-Shell(MW)	
1																		
Detail of Problem:																		
2																		
Detail of Problem:																		
3																		
Detail of Problem:																		
4																		
Detail of Problem:																		
5																		
Detail of Problem:																		
6																		
Detail of Problem:																		
7																		
Detail of Problem:																		

Remark.: *Example of Problem: Locked (not start), Grounded, Noisy, High Current, Leak, no compression, etc.
Cautions: Please keep compressor in dry area, seal all pips by inserting rubber plugs or pinching and brazing (Ref. Storage Instruction)

Company Name	Written by
Dated :	

PART II : For SCI internal uses

Export Sales Department	QA. Department
-------------------------	----------------

SFMS0013 A (67658 SFC980007)

Core Return Procedures

1. If the compressor failed beyond 20 months of manufacture date, prepare the semi-hermetic compressor core for return to the **COMPRESSOR MANUFACTURER** - freight collect.

For GR Compressors use:

GR Compressors, Inc.
C/O Johnson Controls
298 Messner Drive
Wheeling, IL 60090

Labor Allowance Policy

DOA START-UP & LABOR ALLOWANCE POLICY

JCI provides allowances for the reimbursement of specific repair costs relating to start-up failure of its products as defined in the following sections. The start-up period is up to 30 days from date of installation.

Original Johnson Controls Inc Equipment

Labor repairs during this period are defined as: the labor required to replace or repair a defective component, assembly or sub-unit, in lieu of replacing the entire unit or portion of the unit by JCI.

Original Johnson Controls Inc Compressor

The start-up period is up to 30 days from date of installation.

Repairs made during this period are limited to replacement of the original defective compressor, labor, filter drier, and refrigerant.

Note: There is no labor allowance associated with Source 1 replacement compressors.

Abnormal Product Defect Occurrence

In the event of an abnormal failure rate of components or parts, the manufacturer may establish special terms that go beyond the standard warranty terms for the purpose of giving relief to equipment owners and/or handlers for excessive incurred costs. The combined efforts of the Manufacturer, Channel Partners, and Contractors are required to track the unit or component

location, to correct the abnormal failure and to deliver prompt reimbursement to the affected parties.

Notification of such an occurrence will be made by the JCI Technical Service Group and communicated in a "Service Letter" to Channel Partners.

DOA Start-Up Allowances

Labor allowances apply only to those situations where defects have occurred directly as a result of factory workmanship and/or materials. Reimbursement will not be allowed in situations where damage has been sustained as a result of misapplication, transportation, or improper installation on the part of the installing contractor (see "Exclusions from the Limited Warranty").

JCI Will Pay For:

- Labor to repair/replace the defective component at normal service rates and not to exceed the maximum time allowed (Reference the Labor Allowance Schedule beginning on page 27).
- Crane service allowance up to \$350.00 per failed compressor or 7.5 hp motor. All claims for crane allowances greater than \$350.00 must be supported by the rigging company's invoice.
- Time for replacement of liquid/discharge line driers is included with every refrigerant circuit leak or compressor replacement allowance. Cost for Source 1 line driers is approved and must be claimed as a parts warranty when replacing in conjunction with a leak repair or a compressor repair or replacement.
- Recovered non-contaminated refrigerant must be re-used in the refrigerant circuit,

with exception to a severe compressor electrical burnout. Supplemental refrigerant added to the system will be credited at current market rate.

- JCI retains the right to cap any payment rate without notice.

Johnson Controls Inc Will Not Pay For:

- Labor on any compressor or refrigerant circuit leak where the appropriate line/discharge drier is not replaced in conjunction with the compressor repair/replacement or repair of the refrigerant leak.
- Labor at premium or overtime rates.
- Labor in excess of the maximum allowed (Reference the Labor Allowance Schedule beginning on page 27).
- Diagnostic labor time.
- Service charges, refrigerant recovery charges or service equipment rental charges.
- Mileage/travel reimbursement of any sort. (Manufactured housing product does include travel.)
- Miscellaneous material such as solder, couplings, brazing alloy, nitrogen, oxygen, etc.
- Freight for replacement compressors or components.
- Taxes or other special fees incurred.
- Other manufacturer's compressors or parts, unless permission has first been authorized by your JCI Service Supervisor and a Warranty Voucher is noted on the claim (Note: a claim for the purchase of a non-Source 1 compressor or part must be supported by the sales invoice.
- Labor on all accessories.
- Labor for non-Source 1 Parts.

MAJOR COMPONENT REPAIR/REPLACEMENT SCHEDULE

The following schedules are intended to permit Johnson Controls Inc Channel Partners to administer acceptable labor allowances for the repair or replacement of Johnson Controls Inc product. Labor will be allowed only in those situations where defects have occurred as a direct result of factory workmanship or materials. All labor claims are subject to the conditions stated in the Johnson Controls Inc “DOA Start-Up Labor Policy” as explained in the previous pages.

Note: All compressor and refrigerant circuit time allowances include refrigerant recovery time.

Note: Allowances for multiple repairs are not cumulative. Contact your Field Service Supervisor for guidance. Authorization for non-Source1 part replacements must be obtained through Johnson Controls Inc Technical Services.

COMPRESSORS

<u>Description</u>	<u>Product Type</u>	<u>Size</u>	<u>Repair Hours</u>	<u>Replace Hours</u>
Single Hermetic Compressor w/ Drier*	All	All	-	4
Tandem Hermetic Compressor w/ Drier	All	All	-	6
Semi-Hermetic Compressor w/ Drier	Split	All	4	6

REFRIGERANT CIRCUIT PARTS

<u>Description</u>	<u>Product Type</u>	<u>Size</u>	<u>Repair Hours</u>	<u>Replace Hours</u>
Base Valve, Accumulator & Reversing Valve	Heat Pump	All	-	4
TXV/Orifice/EEV	Split	All	-	4
Restricted Drier	Split	All	-	4
Condenser Coil	All	<=25 Ton	2	4
		> 25 Ton	2	6

REFRIGERANT CIRCUIT PARTS CONTINUED

<u>Description</u>	<u>Product Type</u>	<u>Size</u>	<u>Repair Hours</u>	<u>Replace Hours</u>
Evaporator Coil (Excludes serialized coils)	Split	<=7 Ton	2	4
		> 7 Ton	4	5
	Packaged	<=5 Ton	4	6
		> 5 Ton	4	8
Refrigerant Leaks	Split, Low Side	<= 5 Ton	4	-
		> 5 Ton	4	-
	Split, High Side	<= 5 Ton	4	-
		> 5 Ton	4	-
	Packaged	<= 5 Ton	4	-
		> 5 Ton	4	-

ELECTRICAL PARTS

<u>Description</u>	<u>Product Type</u>	<u>Size</u>	<u>Repair Hours</u>	<u>Replace Hours</u>
Fan Motors, Outdoor, Indoor, Inducers	All	All Except ECM	-	1
		1 HP	-	1
		1 ½ HP- 5 HP	-	2
		5 HP & Above	-	3
Motors (Standard ECM)	All	All	-	1
		(Full ECM)	-	2
Inverter	All	All	-	2

GAS FURNACE PARTS

<u>Description</u>	<u>Product Type</u>	<u>Size</u>	<u>Repair Hours</u>	<u>Replace Hours</u>
Heat Exchanger	All	<=5 Ton	-	4
Heat Exchangers Commercial Pkg Units	All	<=5 Ton	-	4
		> 5 Ton	-	6

MECHANICAL PARTS

<u>Description</u>	<u>Product Type</u>	<u>Size</u>	<u>Repair Hours</u>	<u>Replace Hours</u>
Blower Wheel / Housing	Residential	<=5 Ton	-	1
	Small Sunline	2-6 tons		3
	Predator	6-12.5 tons		3
	Large Sunline	15-25 tons		6
	Millennium	25,30, or 40 tons	-	8 plus crane allowance with invoice
Blower Shaft	All	All	-	2

MINOR COMPONENT REPAIR/REPLACEMENT ALLOWANCE

Components not listed above are considered “Minor” components. JCI will allow up to 1 hour of service for work on a defective minor component under the “DOA Start-Up policy”.

Note: Allowances for multiple repairs are not cumulative. Contact your Field Service Supervisor for guidance. Authorization for non-Source1 part replacements must be obtained through Johnson Controls Inc Technical Services.

The Repair/Replacement Labor Schedule applies to Parts that fail within the DOA period. Unit Change Outs must have prior Technical Service approval for Labor under a Warranty Voucher or Service Letter even if failure occurred within the DOA period. The Repair/Replacement Labor Schedule does not apply to unit change-outs. Residential evaporator coils are excluded from requiring a Service Letter or Warranty Voucher to change out and labor is covered during the DOA period.

Parts Policy

Use of Source1 Parts

All replacement parts should be purchased from SOURCE1 unless otherwise authorized by your Johnson Controls Inc Field Service Supervisor (**Use of Non-Source1 Parts, PG. 32**).

Note: This policy excludes Copeland Semi-Hermetic compressors when exchanged at a Copeland Wholesaler.

General Parts Policy & Procedures

- Channel Partners are responsible for collecting and holding all failed components parts for 30 days from credit and/or having in place a defined audit program that insures 1) the claimed component part is in fact defective and 2) the equipment listed on the warranty claim was in fact serviced.
- Johnson Controls Inc reserves the right to refuse credit for components that are later found to be in working condition.
- Scrapped Johnson Controls Inc components may not be sold for any purpose other than salvage-value.
- A warranty claim must be properly completed documenting the failure before credit will be issued.
- Johnson Controls Inc warrants SOURCE1 Service Parts for the 12-month period following their installation **or remainder of the original equipment warranty whichever is greater**. In the event of a replacement part failure within the warranty period, a new part will be furnished freight collect.
- Warranty covers parts that are installed and fail. If the part is damaged out of the box and cannot be installed please follow

the process for claiming credit through Source 1.

- **There are no provisions for labor allowances on any SOURCE 1 service parts including Replacement Compressors.**

PART RETURN PROCEDURES (Compressors excluded)

Each Channel Partner is authorized to field scrap parts provided that the failed part claimed on a warranty claim is not listed on the Quarterly Parts Return List.

The following components are not eligible for field scrapping and must be returned to Johnson Controls Inc:

- Mercury Bulb Thermostats
- Parts Specified on a Product Report
- Parts listed on Quarterly Parts Return

Please contact your Field Service Supervisor for the current Parts Return List and return addresses.

At **Johnson Controls Inc.'s** discretion, Field Service and/or the JCI Warranty Department will perform Channel Partner audits to ensure compliance with parts policy & procedures.

JOHNSON CONTROLS INC reserves the right to adjust or refuse credit for any claim submitted for defective components, which have been wrongfully scrapped. Moreover, JCI reserves the right to charge Channel Partner for any additional loss of value resulting from materials wrongfully scrapped.

Service Letters & Concessions Policy

SERVICE LETTERS POLICY

A “Service Letter”, often times referred to as a “YS letter”, is an official Johnson Controls Inc correspondence signed by JCI Technical Service Management.

Service Letters are published to address specific issues outside the context of the JCI Limited Warranty Policy. In these cases, a Service Letter will serve to convey information regarding various subject matters such as:

- Labor allowance for a specific repair/replacement procedure.
- Epidemic failure notice relating to a certain equipment and/or component part.
- Technical notifications and field “rework” procedures.
- Changes in the standard warranty or allowance provisions.

The content of all Johnson Controls Inc Service Letters implies JCI’s Standard Limited Warranty Policy is in effect unless specifically stated otherwise in the letter. Should a Service Letter alter the JCI Limited Warranty Policy, the provisions will be clearly stated in the letter and will reference a control number to identify the addendum to the policy. Claims referencing a Service Letter must note the Service Letter (“YS”) number on the claim form.

Product/Component Recalls

It may be necessary to recall specific components. Should Johnson Controls Inc determine a need to recall any component for any reason, a special letter will be issued detailing the recall instructions.

CONCESSIONARY POLICY

Occasionally, an unusual circumstance may occur that is not specifically covered under our Limited Standard Warranty. These special occurrences resulting in out-of-policy warranty claims are expected to be infrequent. In these special situations, the Channel Partner is expected to contact its Johnson Controls Inc Field Service Supervisor to determine if a concession to the warranty policy is in order prior to filing a claim. If the Field Service Technician determines that JCI should approve the claim out-of-policy, then a Warranty Voucher (Case Number) will be issued. The following circumstances always require a Warranty Voucher:

1. Equipment Change-outs, excluding Cased Coils
2. Non-Source 1 part purchase
3. Coverage beyond the standard warranty policy

Equipment Change-outs

- **Only an authorized Field Service Supervisor can approve an equipment change-out.**
- All scrapped equipment must be communicated to JCI warranty.
- Once equipment is scrapped in the field, all related warranties are voided.
- The equipment data plate must be pulled and retained for all scrapped equipment; except when units are sent to JCI for engineer testing via field service request.
- Equipment data plates are subject to JCI Desk-top audits.
- A warranty claim must be properly completed documenting the failure and referencing a Warranty Voucher.

- Scrapped equipment should be disposed of and removed from the Channel Partner site 30 days after credit has been issued.
- Scrapped equipment may not be sold for any purpose other than salvage-value.

Use of Non-Source1 Parts

In the case where a Warranty Voucher has been issued for approval to use a non-SOURCE1 part during an equipment repair, the following conditions will apply:

- JCI will reimburse for the purchase price of the replacement part.
- JCI will reimburse the cost of component towards a new unit.

The sales invoice and Warranty Voucher approval number must be entered on the claim. Labor will not be covered unless stated on the Warranty Voucher.

- Freight charges are the responsibility of the Channel Partner.

***NOTE:** Johnson Controls Inc will not be liable for any warranty coverage extended by any reseller of JCI product to the purchaser of JCI product that has not been documented explicitly in writing by JCI. The use or implication of the JCI name with any additional warranty or statement of coverage is strictly prohibited.*

JCI Serial Number Information 1981-October 2004

Y B F M 1 2 3 4 5 6



Type of Product

M Basic Unit, Manufactured
 P Basic Unit, Purchased (Named Branded)
 S Low Side Item, Manufactured
 T Low Side Item, Purchased (Branded)
 Y Accessory, Manufactured
 Z Accessory, Purchased

Year Product Assembled

L	1981	A	1992	M	2003
M	1982	B	1993	N	2004
N	1983	C	1994		
P	1984	D	1995		
R	1985	E	1996		
S	1986	F	1997		
T	1987	G	1998		
V	1988	H	1999		
W	1989	J	2000		
X	1990	K	2001		
Y	1991	L	2002		

Month Assembled

A - Jan	E - May	K - Sep
B - Feb	F - Jun	L - Oct
C - Mar	G - Jul	M - Nov
D - Apr	H - Aug	N - Dec

Point of Manufacture

E - Elria, OH
 N - Norman, OK
 Y - York, PA
 W - Wichita, KS
 X - Monterrey, Mexico

JCI Serial Number Nomenclature After October 6, 2004

The L Represents when it was manufactured

A= January	G= July
B= February	H= August
C= March	K= September
D= April	L= October
E= May	M= November
F= June	N= December

The last 6 digits are a sequenced number

N0L4123456

The 0 and the 4 represent the year in which it was manufactured

Example:

0*4= 2004

0*5= 2005

1*6= 2016

The N represents where it was manufactured

N= Norman

W= Wichita

A= Apodaca (Mexico)

S= Source 1

F= Manufactured Housing Coil

FC90 Coil Nomenclature

An example serial number is **7110A05801**

The 3rd and 4th number are the year. 2010 in this example.

The 5th character is the month. A-M for the months (the letter I is omitted)

The remaining numbers are the order in which it was built that month.
The remaining numbers are the order in which it was built that month.

Ductless

An example Serial number is **DIM1212345**

First character is D for ductless.

Second character will be I for indoor or O for outdoor.

The third character will be the month.

The L Represents when it was manufactured

A= January	G= July
B= February	H= August
C= March	K= September
D= April	L= October
E= May	M= November
F= June	N= December

The 4th and 5th character will be the year. 2012 in this example.

The remaining numbers are the order in which it was built that month.

**** Ductless claims are filed with the VRF Warranty Department.**

MANUFACTURED HOUSING CLAIMS and TRIP CHARGE

Units that are designed and built specifically for manufactured housing applications include a trip charge allowance as part of the DOA labor warranty. The claims process/allowances are the same other than the trip charge which is detailed below.

This allowance is included on the warranty certificate for applicable units. See example below.

FURNACE MODELS			
Furnace Model	Heat Exchanger	Parts Coverage	Labor and Trip Coverage*
DGAA, DGAH	10 years	2 years	1 year

The allowance is based on the distance (one way) from the Contractor location to the equipment location.
 29 miles or less will pay ½ hour at the Contractor registered labor rate.
 30 mile or more will pay 1 hour at the Contractor registered labor rate.

To claim the trip charge, enter the requested amount under the Non-Source 1 Part Amount section, and the mileage in the description field. This is located in the Labor section of standard warranty claims in UPGNET. . See example below.

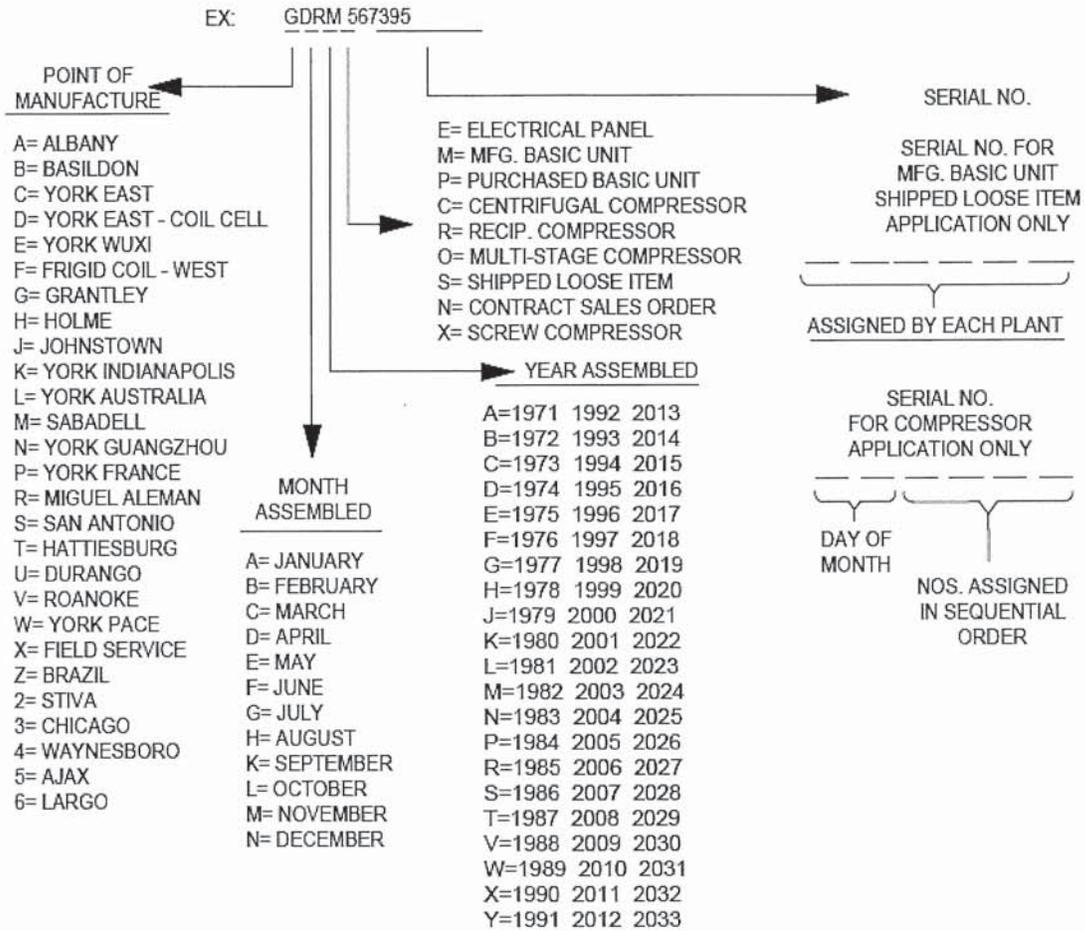
● Non-JCI Part

Amount:

* Description:

*The trip charge does not apply to units designed for residential and commercial applications that are used in a manufactured housing application.

AJAX SERIAL NUMBER NOMENCLATURE



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Submittal support-Addison_Limited_Warranty_1

Qty: 4 Tags: DOAS-1 DB, DOAS-1 DB-208, DOAS-1 WB, DOAS-1 WB-208



Limited Warranty

The following is the Limited Warranty provided by Addison (a trade name of Addison HVAC LLC, herein "Seller") to any customer (herein "Buyer") for any goods and services (a "deliverable"):

1. **Limited Warranty.** Seller provides such warranty as set forth in any instruction manual provided with the deliverable, or if there is no such warranty or instruction manual, Seller warrants to Buyer that such deliverable will be free from defects in material and workmanship (in either case the "Limited Warranty"). Except as expressly set forth in this section or specifically authorized by an executive officer of Seller in writing, the Limited Warranty is not transferable or assignable and any such transfer or assignment is void. If Buyer is authorized by Seller to be a reseller of deliverables that are goods or an installing contractor, the Limited Warranty may be passed through to Buyer's customer, but Buyer shall not alter the Limited Warranty in any way. Notwithstanding the foregoing, if Buyer re-brands Seller's deliverable or Seller, at Buyer's request, brands the deliverable with a mark not owned by Seller, the Limited Warranty may not be transferred or assigned, and all claims under the Limited Warranty shall be made directly by Buyer to Seller and not by any customer of Buyer.

The Limited Warranty does not cover service trips, service calls, costs of removing and reinstalling components and other labor charges or the cost of shipment of replacement parts. The Limited Warranty excludes damages due to (i) failure to install, operate or maintain deliverables as directed in any instruction manual provided or under applicable law or regulation, (ii) misuse, abuse, neglect or modification of a deliverable or any controls, in any way, (iii) improper service, use of replacement parts or accessories that are not specified by Seller, (iv) improper installation, or any relocation of a deliverable after initial installation, (v) incorrect supply, accident, fire, flood, acts of God or other casualty, (vi) use of a deliverable other than its intended purpose and normal usage, (vii) use of a deliverable in a corrosive atmosphere or any atmosphere containing contaminants, (viii) shipment of a deliverable (all claims must be filed with carrier), (ix) use of a deliverable in the vicinity of combustible or explosive materials, (x) any defect in a deliverable arising from a drawing, design, or specification supplied by or on behalf of Buyer, (xi) failure of parts, components, services or hook-ups not supplied by Seller, (xii) incompatibility with items not supplied by Seller, (xiii) a deliverable not properly installed by a qualified contractor experienced in installing the deliverable, (xiv) inadequate air for combustion, (xv) improper or rapid cycling of the compressor. No warranty coverage is applicable if Buyer cannot prove original purchase date and required annual maintenance history, the data plate and/or serial number on any deliverable is removed, defaced, modified or altered in any way, or Seller is not permitted to inspect the damaged deliverable.

Wear items or consumables such as belts, filters, coolant, refrigerant, etc. are not included under the Limited Warranty. The Limited Warranty does not cover the equipment and materials not manufactured by Seller; the warranty for those items shall be limited to only such warranty as that furnished by the manufacturer thereof as may properly be assigned to Buyer.

No person other than an executive officer of Seller has authority to change or extend the terms of the Limited Warranty, and Buyer confirms that no other warranty terms have been extended by Seller or are applicable to the deliverables. Change or extensions to the terms of the Limited Warranty are binding only if confirmed in writing by Seller's duly authorized executive officer.

2. **Limitation on Warranties/Damages.** Any claim under the Limited Warranty set forth in section 1 must be made within the following time periods or such claim is waived: (a) for compressors, the claim must be made within sixty (60) months from the date of purchase by Buyer; (b) for replacement parts, the claim must be made within the latter of twelve (12) months from the date of shipment by Seller or any Limited Warranty period remaining on the deliverable with which the replacement part is used or is intended to be used; (c) for all other deliverables, the claim must be made within twelve (12) months from the date of start-up or eighteen (18) months from the date of shipment by Seller, whichever occurs first. For all deliverables (other than replacement parts) that require installation and start-up, the otherwise applicable warranty period shall be extended by an additional four (4) months if (i) the installation and start-up is performed by a contractor on Seller's current list of contractors who have successfully completed Seller's current installation course for that deliverable and (ii) full details of the installation and start-up are provided to Seller at or prior to the time any warranty claim is made.

7050 Overland Road
Orlando, FL 32810
407-292-4400 • Fax 407-299-6178
www.addison-hvac.com

Warranty Rev 0720

Submittal support-Addison_Limited_Warranty_2

Qty: 4 Tags: DOAS-1 DB, DOAS-1 DB-208, DOAS-1 WB, DOAS-1 WB-208



Except as set forth in these terms, Seller makes no representation or warranty of any type, express or implied, including any warranty of merchantability, warranty of fitness for a particular purpose or warranty of non-infringement or warranty arising from any course of dealing, course of performance or usage of trade.

Seller will not under any circumstances, be liable for any special, indirect, punitive or consequential damages (even if Seller has been notified of the possibility of such damages) resulting from or related to a product including, without limitation, any loss of profits, or loss of opportunity. Some jurisdictions do not allow limitations on warranties or damages, so this limitation or exclusion may not apply to Buyer.

- 3. **Remedy.** Seller's sole obligation and Buyer's exclusive remedy with respect to any deliverable, whether arising in contract, tort (including negligence), strict liability, breach of warranty or otherwise, is limited to Seller, at its discretion, replacing or repairing the defective deliverable, providing replacement parts or issuing Buyer a credit equal to the price paid to Seller for such defective deliverable, and in no event will Seller's liability exceed the amounts actually received by Seller for any deliverable.

This exclusive remedy shall not be deemed to have failed its essential purpose so long as Seller is willing and able to repair or replace a defective deliverable or parts thereof or, also at Seller's option, to refund the price received by Seller for the defective deliverable, within a reasonable time after Buyer demonstrates that a defect exists in accordance with the terms and limitations of the Limited Warranty.

If you have questions, contact your installing professional. Should you need replacement parts or have additional questions, call or write:

Addison
7050 Overland Road
Orlando, FL 32810
407.292.4400
www.addison-hvac.com

7050 Overland Road
Orlando, FL 32810
407-292-4400 • Fax 407-299-6178
www.addison-hvac.com

Warranty Rev 0720

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WARRANTY (Captive Air Reason DOAS)

This unit comes with a standard 5-year parts warranty from date of shipment to be free from defects in materials and workmanship, under normal use and service. An extended 10-year non-prorated parts warranty is available at no extra charge when units are remotely monitored and maintained through a Service Preventative Maintenance subscription (terms and conditions apply).

This warranty shall not apply if:

1. The equipment is not installed by a qualified installer per the MANUFACTURER'S installation instructions shipped with the product.
2. The equipment is not installed in accordance with Federal, State, and/or Local codes and regulations.
3. The equipment is misused or neglected, or not maintained per the MANUFACTURER'S maintenance instructions.
4. The equipment is not operated within its published capacity.
5. The invoice is not paid within the terms of the sales agreement.

The MANUFACTURER shall not be liable for incidental and consequential losses and damages potentially attributable to malfunctioning equipment. Should any part of the equipment prove to be defective in material or workmanship within the standard 5-year warranty period or the extended 10-year Preventative Maintenance subscription, upon examination by the MANUFACTURER, such part will be repaired or replaced by MANUFACTURER at no charge. The BUYER shall pay all labor costs incurred in connection with such repair or replacement. Equipment shall not be returned without MANUFACTURER'S prior authorization, and all returned equipment shall be shipped by the BUYER, freight prepaid to a destination determined by the MANUFACTURER.

NOTE: To receive warranty coverage, register this product by filling out the Start-up and Maintenance Document on page 143. Fax the form to 1-919-554-9374 or call 1-866-784-6900 for email information.

Coastal Applications

Units installed within 1-mile of salt-water coasts and waterways must be equipped with an E-Coated Outdoor Coil. Position the unit so the fresh air inlet and outdoor coil are protected from direct salt spray. Failure to protect the fresh air inlet and outdoor coil from direct salt spray will void the unit's warranty.

Furnace Warranty

Subject to all terms stated herein, the MANUFACTURER warrants to BUYER the stainless steel heat exchanger to be free from defects in material and workmanship under normal use and service for 25-years from the date of manufacture and warranty is limited to replacement of the heat exchanger only.

CERTIFICATIONS

Listings and Standards

This unit is ETL-listed to the following standards:

- Standard for Safety Heating and Cooling Equipment ANSI/UL 1995, CSA 22.2 no. 236
- American National Standard/CSA Standard for Gas Unit Heaters and Gas-Fired Duct Furnaces ANSI Z83.8-2016, CSA 2.6-2016

This unit has been tested in accordance to the following standards:

- ANSI/AHRI Standard 340/360 – 2007
- ANSI/ASHRAE Standard 37 – 2009

Equipment



SAMSUNG HVAC

Samsung VRF
Water Source VRF
Mini-Splits
Multi-Splits
Energy Recovery Ventilators



ADDISON
DEDICATED OUTDOOR AIR SPECIALISTS

Packaged and Split DOAS
Water Source Heat Pump DOAS
Air Handlers Up to 90 Tons
and 20,000 CFM
DX, Water Source Heat Pump, and
Chilled Water Configurations



FRASER-JOHNSTON
Heating • Air Conditioning

Packaged Rooftop Units
Split System Air Handlers
DX Cooling and Heat Pump
Configurations
Gas and Electric Heating Options
Factory Mounted UV-C Light Options
Verasys Controls



ENERGY WALL

Modular ERV
Indoor Outdoor Application
Only 90 lbs per module
300-6000 CFM
Integral Coil Option
(Chilled Water or DX)



**CAPTIVE AIR
PARAGON**

Paragon DOAS Units
Remote Monitoring and Control
come Standard
Fully Variable Scroll Compressors
Highly Efficient IEER of 17-20
Up to 12:1 Turndown Ratio
Gas, Electric or Heat Pump Heating
Up to 30 Tons and 12,000 CFM



**Cultiva
Systems**

State of the Art Systems Tailored
for Indoor Agriculture
Built-In Web Server with GUI and
BACnet Ready
Fully Customizable Designs
Packaged Units and Self-Contained
Indoor Farming Units
Air-Cooled and Water-Cooled Systems
up to 45+ Tons
Integrated Odor Control



SAMSUNG
DVM CHILLER

Modular Air-Cooler Chiller 10-240 Tons
Fully Variable Inverter Compressors
Heat Pump Operation for Water Heating
Up to 18.8 IPLV
Up to 3.5 COP
Both HVAC and Process
Cooling applications



CERRAZONE

99.99% Efficacy in single pass
Ceiling Mounted and
Stand-Alone configurations
Proven on COVID-19, Influenza,
MRSA and others
Priced within reach of schools
and business owners



VERASYS

Simple central controls for RTU
and VAV systems
Simple Installation and Set-Up
User-Friendly operation on
any device
Expandable for control of lighting
and ancillary equipment
Ability to control limited number
of BACnet MSTP Devices



**BOSCH
COMMERCIAL**

Water-to-Air Heat Pump ½ to 6 tons
Water-to-Water Heat Pump 2 to 6 tons
Geothermal Heat Pump 10 to 35 tons
Rooftop Heat Pump 4 to 30 tons



OXBOX
A TRANE BRAND

Air Conditioners/Heat Pumps
Air Handlers (wall hung)
Furnaces
Coils
Packaged Units



BOSCH

Inverter Ducted Systems
complete range of air handler units
from 2 through 5-ton sizes
gas furnaces



FRASER-JOHNSTON
Heating • Air Conditioning

Air Conditioners/Heat Pumps
Air Handlers
Furnaces
Coils
Packaged Units



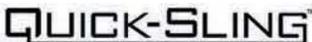
SAMSUNG HVAC

Mini-Splits
VRF heat pump or heat recovery
Single Phase, Multi Fan Coil Systems



First Co.

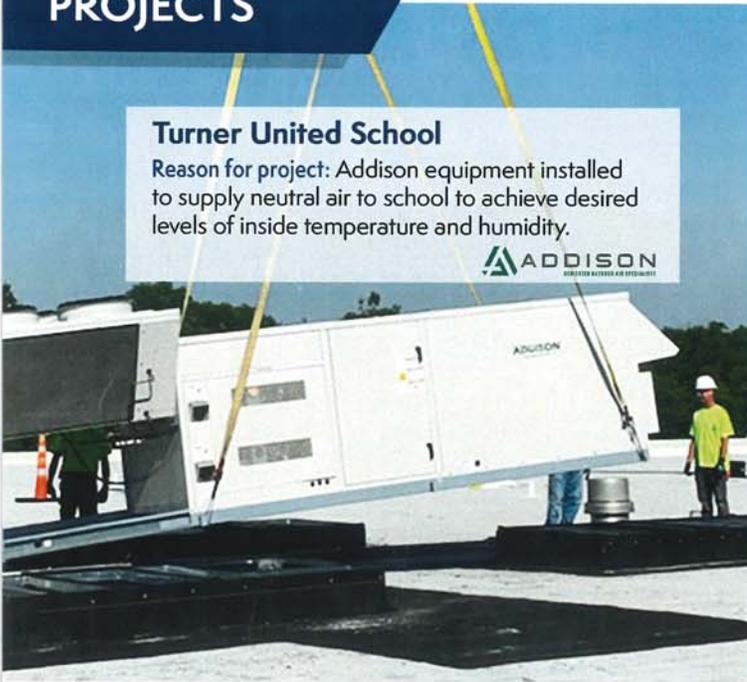
Water Source Heat Pumps
Hydronic Air Handlers, Console
Units, and Fan Coils
Vertical High Rise Units
Mixing Boxes
Uncased Bare Coils

 <p>ANEMOSTAT Diffusers, Grills, Registers anemostat.com</p>	 <p>MILWAUKEE TOOL Hand Tools, Power Tools, Tool Bags, Totes milwaukeetool.com</p>	 <p>RLS RAPID LOCKING SYSTEM Pressed Refrigerant Fittings rapidlockingsystem.com</p>	 <p>DIVERSITECH Electrical Fittings, HVAC Products, Pads diversitech.com</p>
 <p>UEI Meters, Scales, Guages ueitest.com</p>	 <p>BLUE DIAMOND Condensate Pumps bluediamond.com</p>	 <p>RECTORSEAL rectorseal.com</p>	 <p>FANTECH Intelligent Ventilation fantech.net</p>
 <p>HILMOR Hand Tools, Guages, Hoses, Tool Bags hilmor.com</p>	 <p>MUELLER ACR & Fittings muellerindustries.com</p>	 <p>YELLOW JACKET yellowjacket.com</p>	 <p>SOUTHWIRE Thermostat & Control Wire southwire.com</p>
 <p>SLIM DUCT Line Set Covering slimduct1.com</p>	 <p>QUICKSLING Mini-Split and VRF Stands quick-sling.com</p>	 <p>BIGFOOT VRF Stands bigfootsupport.com</p>	 <p>SCHWANK Tube Heaters, Infrared Heaters schwankgroup.com</p>
 <p>ASPEN Condensate Pumps aspenspumps.com</p>	 <p>MODINE Unit Heaters modinevac.com</p>	 <p>I WAVE Air Purifier iwaveair.com</p>	 <p>MARKEL Electric Heaters markel-products.com</p>

PROJECTS

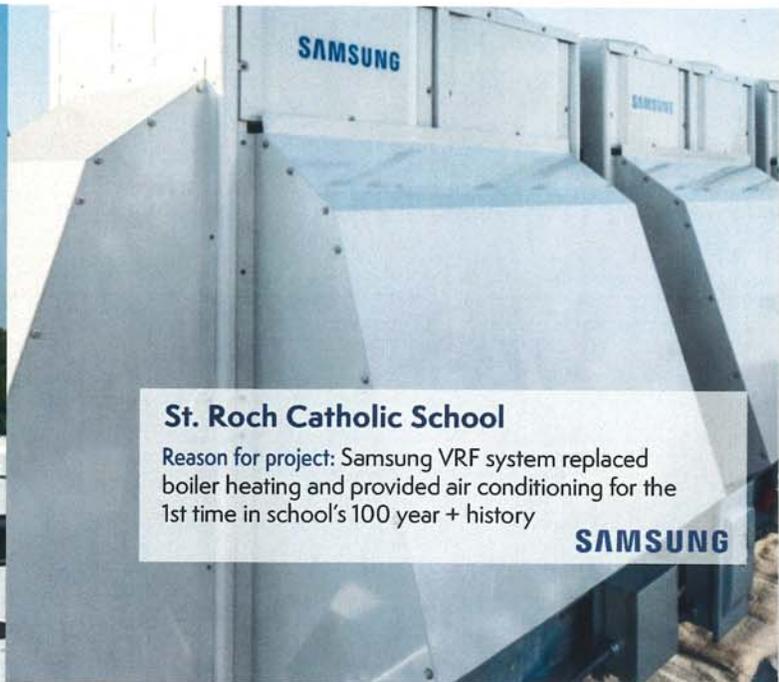
Turner United School

Reason for project: Addison equipment installed to supply neutral air to school to achieve desired levels of inside temperature and humidity.



St. Roch Catholic School

Reason for project: Samsung VRF system replaced boiler heating and provided air conditioning for the 1st time in school's 100 year + history



"In the always fluctuating environment of construction, contractors need true partners who know their products and don't walk away from a project. We consult, advise and provide applied HVAC solutions to unique applications and we adapt to the ever changing environment of construction projects. We are married to a project from the beginning to beyond and we take care of our clients before, during and after the sale. We back our highly experienced HVAC staff with a solid, 75-year old third generation business."

Mark Miller - VP Sales & Marketing

Focused Product Alignment For Your Market Specific Needs

EDUCATION MARKET NEED:	NSC APPLIED SOLUTION:
Indoor air quality	Advise on building air health and consult on a wide array of potential product solutions
Climate controlled comfort	Fully variable cooling and heating to improve ventilation without impacting existing building climate control systems
Upgrades to meet outside air code requirements	IAQ requirement calculations and focused product alignment for a complete customized solution
Improve energy efficiencies	Provide faster return on investment with high efficiency solutions to reduce cost of operation



Turner Unified School District #202
Facilities and Grounds Management

Chris Crockett
Supervisor

5800 Metropolitan Kansas City KS 66106
Office: 913-288-3721 – Email: crockettc@turnerusd202.org

To whom it may concern,

In 2018, I was in the process of evaluating a good long term solution for replacing the Energy Recovery Ventilation (ERV) system at Turner High School, I needed a specific product that could de-humidify Outdoor Air (ODA) that was being brought into the building. Turner High School was built in 2000 and was designed with 175 Water Source Heat Pumps (WSHP) for conditioning, and ERV to supply ODA to the conditioned space. The capacity of the cooling tower in conjunction with the WSHP was questionable, and it did not help that the ERV brought in ODA regardless of ODA conditions.

In the process of evaluating systems, I was contacted by Matt Bolin with NSC Applied Products Group (APG). Matt and I worked together in the past, so I knew I could trust his advice. We had several meetings discussing the Addison fresh air units offered by NSC APG. These units were designed to bring in ODA, while providing de-humidification. This was not only going to resolve the issue I had with humid air being brought into the building, it would also supplement the capacity concerns I was facing with the WSHP's. Another unique benefit of the Addison units, was that it offered some extra energy savings, **hot gas reheat** as a former energy specialist, I understood the importance of this energy savings. During my evaluation process, I introduced the MEP Design Engineer to Addison and we all met to discuss why I liked this product; the engineer supported it and it was approved as the base design.

After all the evaluation and selection process, this project finally came to fruition and was scheduled for the summer of 2020. When the bid process started there was no concern of a Pandemic, COVID was not an everyday term. The equipment was ordered, and everything was moving along well, then March of 2019 hit. All School Districts in Kansas went to Spring Break and wouldn't return until after Labor Day. This would typically offer a larger window of time for the project, but as we all are learning in 2022, it takes time to build the units. The Addison plan was facing its own issues, not only was the Pandemic blowing up and shutting productions down, there was a hurricane threatening their production plant. Matt and his team at NSC APG continued to fight for us and the units showed up on time and the project went smooth. The story should end there, right. Unfortunately not, we had a power supply issue regarding voltage from the Utility Provider. Matt sent a technician out to trouble shoot the issue and offer a resolution, then NSC APG stepped in and helped us get the issue mitigated by installing transformers to smooth the power out to the unit.

Now the project is a success and we have not had a humidity concern since the units have been 100% operational. Thanks to Matt and his team, I was able to offer a solution to a 20 year old problem.

Sincerely,

Chris Crockett, Turner USD 202 Facility Supervisor