# **TIPS VENDOR AGREEMENT**

# PART 1 ONLY

Between	TEAL Systems	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 changes 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 <u>manufacturer's minimum standard warranty</u> 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 statue 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 SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES 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 <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a>

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
Automobile Liability
Workers' Compensation

\$300,000 Includes owned, hired & non-owned Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.

\$1,000,000 each Occurrence/ Aggregate

**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 TEAL Systems		
Address 735 Buffalo Run		
Missouri City State TX Zip 77489		
713-640-2714 <sub>Fax</sub>		
Email of Authorized Representative achenier@tealsystems.com		
Name of Authorized Representative Anna Chenier		
Title Director of Business Development		
Signature of Authorized Representative <u>Anna Chemin</u>		
Date1/17/2022		
TIPS Authorized Representative Name David Fitts		
Title Executive Director		
TIPS Authorized Representative Signature		
Approved by ESC Region 8		
Date		

# 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 TEAL Systems Teal 3.0, LLC 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

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# **TEAL Systems Information**

Contact: Anna Chenier Address: 735 Buffalo Run

Missouri City, TX 77489

Phone: (713) 640-2714

Email: achenier@tealsystems.com

Web Address: www.tealsystems.com

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

Anna Chenier achenier@tealsystems.com
Signature Email

Submitted at 2/18/2022 10:38:58 AM

# **Requested Attachments**

# **Agreement Signature Form PART 1 ONLY**

220106 Agreement Signature Form PART 1 ONLY\_filled.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**

220106 Vendor Agreement - PART 1 ONLY filled.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

220106 Pricing Form 1 PART 1 ONLY TEAL.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

220106 Pricing Form 2 PART 1 ONLY\_TEAL.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.

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# Reference Form (PARTS 1 & 2)

220106 Reference\_Form\_TEAL.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**

TEAL Goods and Services.pdf

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

# D/M/WBE Certification OPTIONAL

No response

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

Warranty TEAL Warranty.pdf

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

Supplementary

2022 TEAL TIPS RFP.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**

New TEAL Logo full color.png

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

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

No response

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

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

No response

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

# Confidentiality Form

220106 CONFIDENTIALITY CLAIM FORM signed.pdf

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

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

TEAL Bonding Capacity.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**

Teal 3.0 LLC - W9.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.

Page 4 of 32 pages Vendor: TEAL Systems 220106 Addendum 2

# **Bid Attributes**

1	Yes	_	N	O

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.

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.

No

#### 3 Yes - No

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

Yes

## 4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

# 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.)

TEAL was established in 2004 initially to provide innovative, vertically integrated hot water management solutions. TEAL has since developed solutions that provide hydronic heat and chilled water for air conditioning, in addition to domestic

hot water. TEAL's unique concept of mechanical equipment as-a-service provides central plant systems that clients never need to own, maintain, or operate by themselves. Today, our team of experts manages over 350 systems in 15 states

and growing, serving 80,000+ building occupants nationwide.

# 6 Primary Contact Name

**Primary Contact Name** 

Anna Chenier

# 7 Primary Contact Title

**Primary Contact Title** 

**Director of Business Development** 

# 8 Primary Contact Email

Primary Contact Email

achenier@tealsystems.com

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# 9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

8326491787

# 1 Primary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

No response

# 1 Primary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

No response

# 1 Secondary Contact Name

Secondary Contact Name

Jake Buckner

# 1 Secondary Contact Title

Secondary Contact Title

Vice President of Sales & Marketing

# 1 Secondary Contact Email

Secondary Contact Email

jbuckner@tealsystems.com

# 1 Secondary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

2145439569

# 1 Secondary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

No response

# 1 Secondary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

No response

#### **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Candace Smith

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# Admin Fee Contact Email Admin Fee Contact Email csmith@tealsystems.com **Admin Fee Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7136402714 **Purchase Order Contact Name** Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Debera Burnett **Purchase Order Contact Email** Purchase Order Contact Email dburnett@tealsystems.com **Purchase Order Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7136402714 **Company Website** Company Website (Format - www.company.com) www.tealsystems.com **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. Maximum 1000 characters allowed **Primary Address Primary Address** 735 Buffalo Run **Primary Address City** Primary Address City Missouri City **Primary Address State** Primary Address State (2 Digit Abbreviation) TX **Primary Address Zip** Primary Address Zip

77489

# 3 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.)

chilled water, hydronic heat, chiller, boiler, central plant

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?

Ves	
163	

Yes	_	No
	Yes	Yes -

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.

Yes

# **3** Company Residence (City)

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

Missouri City

# 3 Company Residence (State)

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

Texas

# 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%.

15%

# 3 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.

YES

# 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.

YES

# 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.

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# REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

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.

No response

#### REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient

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.

No response

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

#### 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 guestion. 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.

0%

4	Yes	-	N
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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?

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.

Agreed

# TIPS Administration Fee Paid by Vendor - Not Charged to Customer

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.

# 4 Yes - No

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

Yes

# **Years in Business as Proposing Company**

Years in business as proposing company?

18

# Resellers:

If awarded on PART 1, does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(Resellers are only permitted under a PART 1 award. If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

# 4 Right of Refusal

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.

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#### 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.

# 4 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited thereinyou 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

No

# Filing of Form CIQ

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

No response

# 5 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.

Yes

# 5 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

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# 5 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.

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# 5 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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2
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.

# 56

#### 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, audiotape, 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)

# 5

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

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

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

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

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

#### 5 2

#### 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?

Υ	es

5

# 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?

Yes	
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# 2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

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

Does vendor agree?

Yes

# 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?

Yes

# 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?

Yes

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# 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?

Yes
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# 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 stag 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?

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# 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?

Yes	

6	2 CFR PART	200 Equal	<b>Employment</b>	Opportunity
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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

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?

Yes

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

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

[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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#### 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?

Yes
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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.

# 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

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# 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.

I HAVE NOT Lobbied per above

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

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "<u>Certification Regarding Lobbying</u>", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

7 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.

YES

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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.

YES

# 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.

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# 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)

# 7 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?

Yes, I Agree

# Remedies Explanation of No Answer

No response

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# 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?

Agreed

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### Venue, Jurisdiction and Service of Process

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.

Do you agree to these terms?

Agreed

### 8 Alternative Dispute Resolution Explanation of No Answer

No response

## 8 Infringement(s)

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

Do you agree to these terms?

Yes, I Agree

## Infringement(s) Explanation of No Answer

No response

#### **Acts or Omissions**

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

ultimately made by TIPS and the vendor.

Do you agree to these terms?

Yes, I Agree

### Acts or Omissions Explanation of No Answer

No response

#### **Contract Governance**

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

✓ Yes, 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)

### **Insurance and Fingerprint Requirements Information**

#### <u>Insurance</u>

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

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#### 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.

#### <u>OR</u>

**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.

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None	

### 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 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 Israelicontrolled 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

## 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)

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9	Solicitation	<b>Deviation/Compliance</b>
4		

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

Yes

## 9 | 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.

No response

## Agreement Deviation/Compliance

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

Yes

## Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form 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.

No response

## **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C.

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

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

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

Page 28 of 32 pages Vendor: TEAL Systems 220106 Addendum 2

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

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

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

No response

### 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.

### **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.

#### 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.

Agreed

## 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.

Agreed

Page 29 of 32 pages Vendor: TEAL Systems 220106 Addendum 2

#### **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 <u>OR</u> 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

1 | A

#### **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

1

### **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.

0

# 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 (87<sup>th</sup> 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).

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08

# 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.

09

# 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 (87<sup>th</sup> 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 (87<sup>th</sup> 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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# 1

### 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.

Page 32 of 32 pages Vendor: TEAL Systems 220106 Addendum 2

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

This Addendum #1 <u>does not</u> require action from responding Vendors and <u>does not</u> 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 <u>does not</u> require action from responding Vendors and <u>does not</u> require resubmission for Vendors who have already submitted <u>unless you wish to correct the optional form entitled "PART 2 JOC</u> <u>Pricing of Itemized List of Means Non-Prepriced Items" based on the information herein.</u> 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)

DEEEDENICES	

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

Verify your references
emails are deliverable and
that they agree to provide a
reference. Failure to do this
may delay the evaluation

You may provide more than five (5) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
TexSun Holdings	Sean Fogelman	sean@texsunholdings.com	484-201-9683
Sable Partners	Chase Hill	chase.hill@sable-partners.com	512-762-9541
Alliance Residential	Brian Watson	bwatson@allresco.com	832-309-2966
Wood Partners	Greg Cashen	greg.cashen@woodpartners.com	512-423-6387
Fein	Daniel Fein	daniel@mfein.com	713-829-8257
Grayco Partners	Jeff Gray	igray@graycopartners.com	713-898-6369
Greystar	Nic Whittaker	nwhittaker@greystar.com	512-762-2473
Cosmopolitan Condos	Kim Pettit	kim@coshouston.com	281-217-6574
Stanmore Partners	Jason Schlanger	jschlanger@stanmorepartners.com	713-335-1372
Cypress Real Estate Advisors	Bob Brown	bbrown@crea.com	512-904-2201

## **Required Confidential Information Status Form**

TEAL Systems  Name of company				
• •	r of Business Developm	ent		
Printed Name and Title of au	thorized company officer declari	ng below the	confidential sta	tus of material
735 Buffalo Run	Missouri City	TX	77489	713-640-2714
Address	City	State	ZIP	Phone
<b>ALL VENDORS MUST COMPLE</b>	TE THE ABOVE SECTION			
CONFIDENTIAL INFORMATION SUBI SERVICE CENTER REGION 8 A	MITTED IN RESPONSE TO COMPETI .ND TIPS (ESC8) IS GOVERNED BY T			
If you consider any portion of your proposed Gov't Code or other law(s), you must COMPLETED form as a cover sheet submission. (You must include all the coin your proposal, if any, you deem confide of controlling statute(s) regarding any clayour claim and your defense to the Offi submitted by you and held by ESC8 and	t attach a copy of all claimed confident to said materials then scan, name of onfidential information in the submitted postial in the event the receives a Public Information of confidentiality and shall not be liace of Texas Attorney General is required	lential materia 'CONFIDENT' roposal. The co- ropormation Requesible for any rele- to make the fir	Is within your partial and upload appropriate of information	roposal and put this I with your proposal ndicate which material will follow procedures required by law. Upon
ALL VENDORS	MUST COMPLETE ONE OF THE	HE TWO OF	TIONS BELOV	N.
OPTION 1:  I DO CLAIM parts of my preconfidentiality of all information comproposal that I classify and deem corrights to confidential treatment of the IF CLAIMING PARTS OF YOUR FORM AND LIST THE NUMBER OF	nfidential under Texas Gov't Code Se enclosed materials. PROPOSAL CONFIDENTIAL, YO	citation. The ac. 552 or othe	attached contains r law(s) and I inv	material from our voke my statutory
ATTACHED ARE COPIES OF PROPOSAL THAT WE DEEM TO THE TEXAS ATTORNEY GOMES FOR OUR PROPOSAL.		ΓΙΟΝ AND V	WILL DEFEND	THAT CLAIM
Signature		Date		_
	OR			
OPTION 2: I <u>DO NOT</u> CLAIM any of my		omplete the	section below	V.

following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Digitally signed by Anna Chenier Date: 2022.01.18 11:07:56 -06'00' Date 1/17/2022

Confidentiality Claim Form rev 10012020RP

Signature Anna Chenier

TIPS - Region 8 Education Service Center



## **WARRANTY**

Each TEAL system is covered by a "bumper to bumper" warranty for the life of the 15- to 20-year contract. Because TEAL owns the central plant equipment for every system we install, we hold the warranty for all components (it is not a concern for the Owner). We have internal processes in place using our proprietary software to monitor inventory and ensure equipment is available when needed.

TIPS - Region 8 Education Service Center



## VALUE ADDED PRODUCTS AND SERVICES

TEAL offers our customers innovative and sustainable "central plants as-a-service" to deliver chilled water, hydronic heat, and domestic hot water to public and private developments nationwide. In addition to providing solutions for HVAC, we can also provide domestic hot water. A brief overview of the three current TEAL solutions are listed below:

#### **TEAL System (Domestic Hot Water)**

The TEAL System is the next generation in tankless hot water. This managed hot water solution provides occupants and owners a unique opportunity to enjoy a remarkable amenity while reducing costs at every level. Electric water heaters (e.g. provided in each dorm room) will be eliminated and replaced with a "Zero Down Time" commercial gas hot water system. The system is large enough to supply unlimited hot water to the entire property, meaning occupants will never run out.

### **TEAL Aquatherm**

The TEAL Aquatherm applies the traditional concepts of vertical hot water management to a system that combines hydronic space heat and domestic hot water by utilizing a shared equipment package and shared hot water distribution piping. Traditional 60- to 80-gallon water heaters are removed, providing increased floor space for building occupants.

#### **TEAL iPlant**

The TEAL iPlant is an innovative business solution and fully integrated mechanical system that delivers seamless chilled water, domestic hot water, and hydronic heat to developments of all sizes. The iPlant alleviates the need for owners, developers, and investors to purchase, manage, maintain, or repair their central plant equipment, as TEAL provides turnkey ownership and operation of the plant throughout a 20-year contract term.

#### Why Use TEAL?

- Decreased Up-Front Construction Cost
- Lower Operating Cost
- · Lower Lifecycle Cost & Total Cost of Ownership
- Reduced Stress and Increased Convenience
- Increased Occupant and Owner Savings
- Environmentally Friendly
- Enhanced Operational Energy Efficiency
- Reduces the Need for On-Site Technicians
- · Delivers Robust Reliability with ZERO Downtime







info@tealsystems.com | (866) 637-0100

TEAL offers managed,
monitored, and maintained
central plant solutions to deliver
chilled water, hydronic heat,
and domestic hot water to
public and private developments
nationwide.

## **The 7 Elements of TEAL Systems**

- Design Collaboration (Developer, Architect, MEP)
  This critical part of the TEAL Quality Process and meticulous proactive approach is structured to ensure construction documents are comprehensive with respect to the TEAL system being installed.
- 2 Construction Management
  TEAL will partner with the General Contractor and related subcontractors (plumbing, electric, HVAC, concrete, telecom) to implement this important element of the TEAL Quality Process. Our hands-on approach is structured to communicate, review and check each aspect of the proposed system.
- Flexible Financing Options
  With the TEAL Systems, you get cloud-based hot and chilled water for one flat monthly fee -
- no hassles or surprises. Incur less up-front costs with our zero down payment option.

  Maintenance

The maintenance program as part of the TEAL Quality Process is about ONE THING:

- 5 Integrated Energy Management
  TEAL's energy management process is perpetual, high-tech, environmentally friendly, and it saves building owners and occupants money.
- Remote Monitoring Technology
  The TEAL support team is monitoring your installed TEAL system 24 hours a day, 7 days a week,
  365 days a year so you don't have to.
- 7 Equipment We install premium equipment. It's simply what you would expect out of a system that provides essentially ZERO downtime for the life of our 15- to 20-year contracts.











## **TEAL System**

The TEAL System is the next generation in tankless hot water. This managed hot water solution provides occupants and owners a unique opportunity to enjoy a remarkable amenity while reducing costs at every level. Electric water heaters (e.g. provided in each dorm room) will be eliminated and replaced with a "Zero Down Time" commercial gas hot water system. The system is large enough to supply unlimited hot water to the entire property, meaning occupants will never run out.

#### Why TEAL System?

- Decreased Up-Front Construction Cost
- Reduced Stress and Increased Convenience
- Occupant and Owner Savings

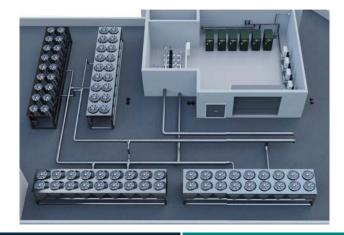


## **TEAL Aquatherm**

TEAL Aquatherm applies the traditional concepts of vertical hot water management to a system that combines hydronic space heat and domestic hot water by utilizing a shared equipment package and shared hot water distribution piping. Traditional 60- to 80-gallon water heaters are removed, providing increased floor space for building occupants.

#### Why TEAL Aquatherm?

- Lower Construction Cost
- Lower Operating Cost
- Occupant and Owner Savings
- Environmentally Friendly



## **TEAL iPlant**

The TEAL iPlant is an innovative business solution and fully integrated mechanical system that delivers seamless chilled water, domestic hot water, and hydronic heat to developments of all sizes. The iPlant alleviates the need for owners, developers, and investors to purchase, manage, maintain, or repair their central plant equipment, as TEAL provides turnkey ownership and operation of the plant throughout a 20-year contract term.

#### Why TEAL iPlant?

- Enhances Operational Energy Efficiency
- Reduces the Need for On-Site Technicians
- Delivers Robust Reliability with ZERO Downtime
- Lowers Lifecycle Cost & Total Cost of Ownership

#### **Contact Us**

info@tealsystems.com (866) 637-0100 www.tealsystems.com

#### **Our Locations**

**Houston** 735 Buffalo Run Missouri City, TX 77489

#### Dallas

501 S 2nd Ave. Suite A-100 Dallas, TX 75226

#### Austin

1340 Airport Commerce Dr. Suite 550 Austin, Texas 78741

TEAL is committed to a sustainable future, from the systems we design to the paper we print on.







## **Overview**

The electric water heater in each apartment or condo will be eliminated and replaced with a "Zero Down Time" gas hot water system. The system is large enough to supply unlimited hot water to the entire property. A resident will never run out of hot water.

The TEAL System will:

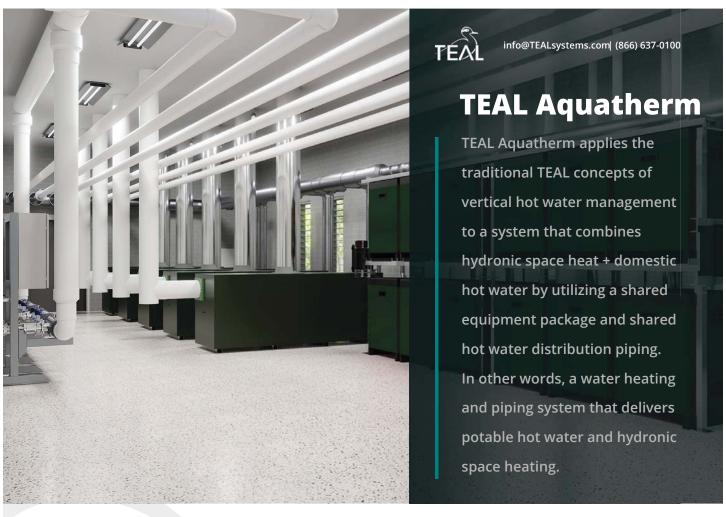
- Deliver construction cost savings
- Reduce energy costs
- Provide a desired amenity
- · Eliminate maintenance costs
- Increase equity
- Provide a GREEN hot water solution

The TEAL System equipment is owned and maintained by TEAL. The developer does not have equipment or water heaters to purchase and there are no maintenance costs during the 15-year term of agreement.

The resident will pay for his gas consumption and a small boiler management fee. Both fees will be added to each resident's monthly water bill. The fee is more than offset by the energy savings realized from the highly efficient, gas powered TEAL System in lieu of electric water heaters. The result becomes net savings to the resident, and virtually no costs to the owner.







## **Overview**

The TEAL Aquatherm system should be considered in climates where gas space heat is desirable. TEAL Aquatherm is an alternative to traditional Aquatherm systems which utilizes an upsized gas fired water heater combined with a hot water fan coil and pump in each apartment.

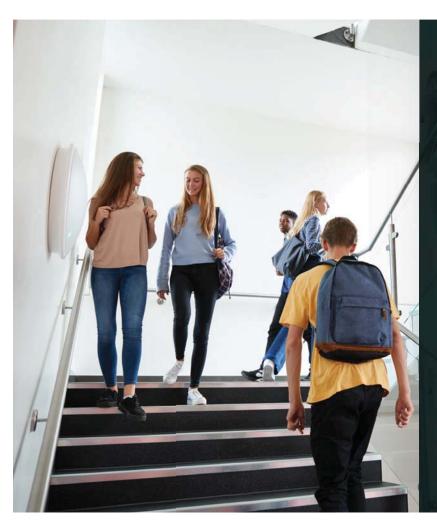
TEAL Aquatherm utilizes a fan coil and pump similar to the traditional Aquatherm systems, but depends on a Central Plant which is owned and operated by TEAL as its energy source.

TEAL Aquatherm eliminates large gas fired water heaters inside each apartment and all the hot water and hydronic water for the property is generated by the TEAL Aquatherm System.

The hot water is then piped throughout the property via a hot water main (or mains). When there is a demand for heat in an apartment, the small pump draws water from the hot water main to the heater fan coil; likewise, when a resident runs water via the sink or shower, there is an unlimited supply of hot water in the main waiting to flow through the apartment's faucets.







info@tealsystems.com | (866) 637-0100 **Central Plants Made Simple TEAL IPLANT** The TEAL iPlant is a vertically integrated managed central plant solution that provides reliable chilled water, domestic hot water, and hydronic heating for campuses of all sizes. With our wholistic approach and advanced AI, TEAL helps school districts and higher education institutions optimize achievement and comfort for students, faculty and staff at the lowest overall

## **Overview**

What if your chilled and hot water systems could run on autopilot, giving you more time to focus on pressing education-related issues rather than worrying about dependable air conditioning, heating, and hot water? With iPlant, you get a managed central plant that is owned, operated, maintained and warrantied by TEAL providing a reliable, energy efficient and sustainable solution for your campus.

## Why TEAL?

#### **Time-Tested Performance**

For over 15 years, TEAL has successfully provided services to clients across the nation with a 99.998% uptime record.

#### Texas-Born, Nationally Known

We monitor all TEAL systems from our headquarters in Houston. Since inception, TEAL has grown to over 350 operating plants in 14 states and counting.

#### 24/7 Monitoring + Response

Around-the-clock monitoring and regular in-person maintenance inspections by TEAL service technicians allow us to identify potential issues before they become major problems - ensuring your TEAL central plant is operating at peak efficiency with no downtime.



lifecycle cost.





## Stress-Free Central Plant **Operations - For Less**

Imagine that your day-to-day worries about your central plant could be reduced with one simple solution. With TEAL iPlant, it's possible. You no longer need to purchase, maintain, repair, or manage the central plant equipment for your campuses. Our "central plant as-a-service" solution for chilled and hot water can help your campus save money while providing dependable service with essentially zero downtime in an environmentally friendly fashion.

Our 24/7 Virtual Supervisor provides constant monitoring, tracking critical point plant functions with advanced artificial intelligence to triage, diagnose, and implement corrective actions for most system anomalies. In addition, with our predictive maintenance process, TEAL technicians conduct regular on-site plant inspections and address issues before they arise. If needed, our team is also ready and able to respond 24/7 for emergencies.

## **Benefits for Educational Institutions**

#### **Lowers Lifecycle Cost**

The TEAL iPlant lowers a campus's lifecycle cost by leveraging margin compression and providing enhanced operational and energy efficiency. TEAL works directly with the original equipment manufacturer and assembles and tests all systems in our Houston fabrication center delivering significant cost-savings which allows district officials to reallocate these funds to other areas of need. This off-site manufacturing approach also provides faster installation, increased system reliability, and a trouble-free start-up and commissioning process when compared to traditional field-built plants.

#### **Creates a Comfortable Learning Environment**

With guaranteed uptime, the TEAL iPlant keeps campuses comfortable for students and teachers to help them learn and grow to the best of their ability, and allowing school administrators to focus their attention on other issues directly related to what is most important - achievement in the classroom

#### **Provides Financial Peace of Mind**

The TEAL iPlant provides managed, monitored and maintained hot and chilled water for one flat monthly fee - no hassles and no surprises. Incur less upfront costs with our zero down option, or choose to lower your monthly rate by investing more initially. TEAL provides total financial fluidity balancing first-cost vs operating expenses and allows the owner to determine the customized plan that meets the specific project needs.

#### **Reduces the Need for On-Site Technicians**

Keeping dedicated specialized personnel on-site to maintain the central plant can be costly. TEAL helps reduce the workload of internal maintenance teams and eliminates the financial burden that comes with having to employ a third-party contractor.



#### **Contact Us**

info@tealsystems.com (866) 637-0100 www.tealsystems.com

#### **Our Locations**

Houston 735 Buffalo Run Missouri City, TX 77489 **Dallas** 501 S 2nd Ave. Suite A-100 Dallas, TX 75226

## Austin

1340 Airport Commerce Dr. Suite 550 Austin, Texas 78741

🚵 TEAL is committed to a sustainable future, from the systems we design to the paper we print on.



## PRODUCTS AND SERVICES

## **HVAC Refrigeration**

Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating, Absorption)

Scroll and Screw

Cooling medium (e.g., air, water)

Air

Brand Name(s)

Carrier

Capacity Range (tons)

50 - 500

Standard Warranty (Parts & Labor)

20 years

Optional Warranty (components covered & Labor)

Each TEAL system is covered by a "bumper to bumper" warranty for the life of the 15- to 20-year contract.

Estimated Lead/Delivery Time

14-18 weeks

Location of Manufacturing (City, State or Country)

Houston, Texas

Range of Efficiencies (IPLV)

15-22

Estimated Market Share (North America)

0%

Provide example data on each type of product provided

An example TEAL iPlant detail package can be found among the following pages.

#### Detail Features & Benefit

Premium, energy-efficient equipment provided as part of TEAL's vertically-integrated, managed, maintained and monitored central plant solution.

# Benefits for Educational Institutions

- Lowers Lifecycle Cost
- Creates a Comfortable Learning Environment
- Provides Financial Peace of Mind
- Reduces the Need for On-Site Technicians



TIPS - Region 8 Education Service Center



## **Pumps**

Type (e.g., e.g., single stage, split case, end suction, inline, circulator, turbines Inline, centrifugal

Brand Name(s)

TACO

Capacity Range (tons)

0-1500 GPM

Standard Warranty (Parts & Labor)

20 years

Optional Warranty (components covered & Labor)

Each TEAL system is covered by a "bumper to bumper" warranty for the life of the 15- to 20-year contract.

Estimated Lead/Delivery Time

14-18 weeks

Location of Manufacturing (City, State or Country)

Houston, Texas

Range of Efficiencies (IPLV)

60-80%

Estimated Market Share (North America)

0%

Provide example data on each type of product provided

An example TEAL iPlant detail package can be found among the following pages.

#### Detail Features & Benefit

Premium, energy-efficient equipment provided as part of TEAL's vertically-integrated, managed, maintained and monitored central plant solution.



# Stress-Free Central Plant Operations - For Less

Imagine that your day-to-day worries about your central plant could be reduced with one simple solution. With TEAL iPlant, it's possible. You no longer need to purchase, maintain, repair, or manage the central plant equipment for your campuses. Our "central plant as-a-service" solution for chilled and hot water can help your campus save money while providing dependable service with essentially zero downtime in an environmentally friendly fashion.

Our 24/7 Virtual Supervisor provides constant monitoring, tracking critical point plant functions with advanced artificial intelligence to triage, diagnose, and implement corrective actions for most system anomalies. In addition, with our predictive maintenance process, TEAL technicians conduct regular on-site plant inspections and address issues before they arise. If needed, our team is also ready and able to respond 24/7 for emergencies.



### **Boilers and Water Heaters**

Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)

Water tube and condensing

Brand Name(s)

Raypak

Heating medium (Electric, Gas, Steam, Hot Water)

Gas

Capacity Range (MBH)

400,000 - 4,000,000 MBH

Standard Warranty (Parts & Labor)

Each TEAL system is covered by a "bumper to bumper" warranty for the life of the 15- to 20-year contract.

Optional Warranty (components covered & Labor)

Each TEAL system is covered by a "bumper to bumper" warranty for the life of the 20-year contract.

Estimated Lead/Delivery Time

16 weeks

Location of Manufacturing (City, State or Country)

Houston, Texas

Range of Efficiencies

85-98%

Estimated Market Share (North America)

0%

Provide example data on each type of product provided

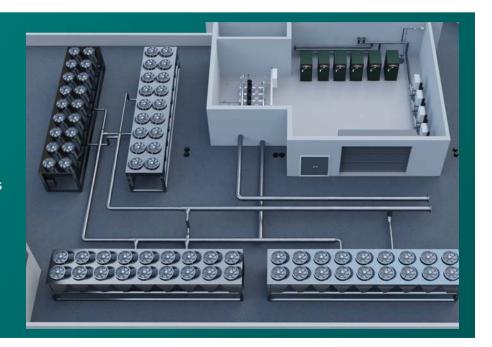
Boiler submittal information can be found among the following pages.

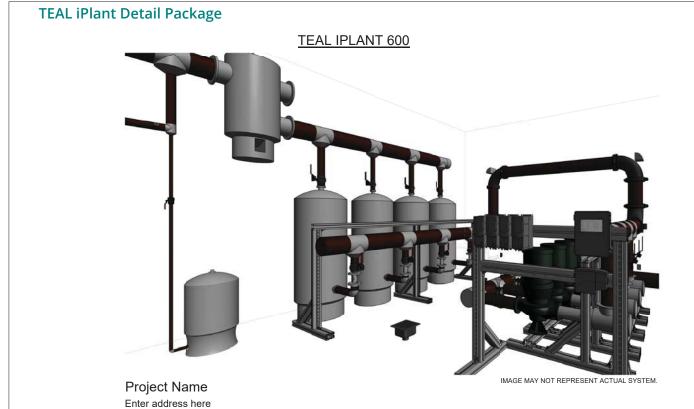
#### **Detail Features & Benefit**

Premium, energy-efficient equipment provided as part of TEAL's vertically-integrated, managed, maintained and monitored central plant solution.

# Central Plants Made Simple

The TEAL iPlant is a vertically integrated managed central plant solution that provides reliable chilled water, domestic hot water, and hydronic heating for campuses of all sizes. With our wholistic approach and advanced AI, TEAL helps school districts and higher education institutions optimize achievement and comfort for students, faculty and staff at the lowest overall lifecycle cost.







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#### DESIGN TEAM

Design Manager Mobile: (713) 205-0422 Office: (713) 640-2714 EXT 1011 Email: dleos@tealsystem.com

#### CONSTRUCTION TEAM

160	DESCRIPTION	0478						
	PRELIMBARY SET TOP	680401						
	NALEST TOP	Source Clarke						
REVISION HISTORY								
NO.	DESCRIPTION	0478						
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APPR	IOVAL STAMP:							
DRAWING TO BE USED IN CONSTRUCTION DOCUMENTS ONLY WHEN STAMPED BY BROSESSIONAL APPLIESTY								

THE OWNER.

COVER SHEET

APPROVED BY:

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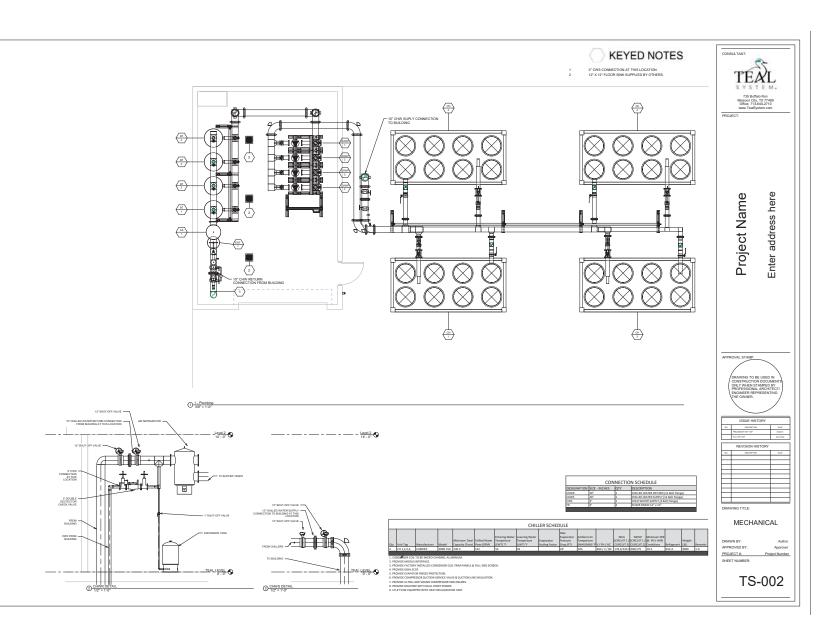
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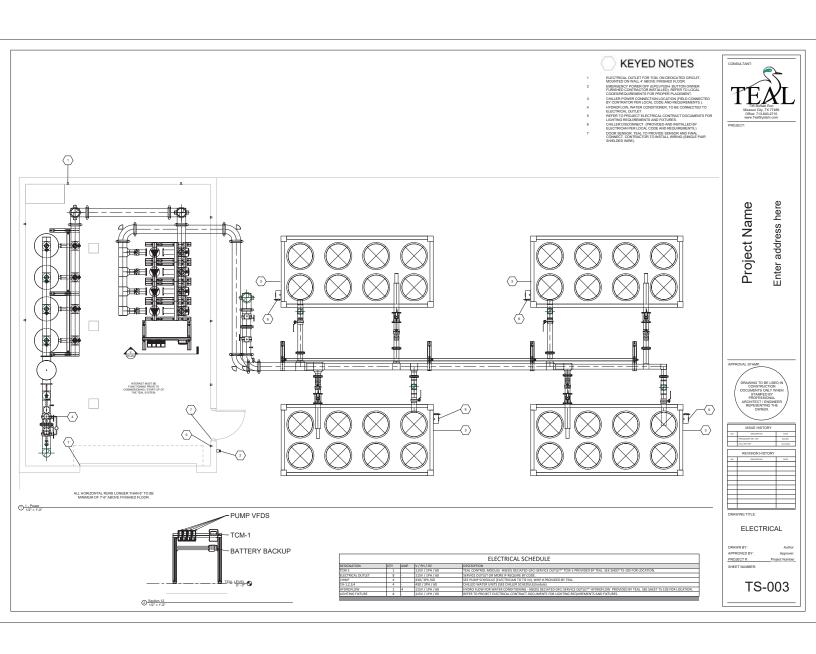
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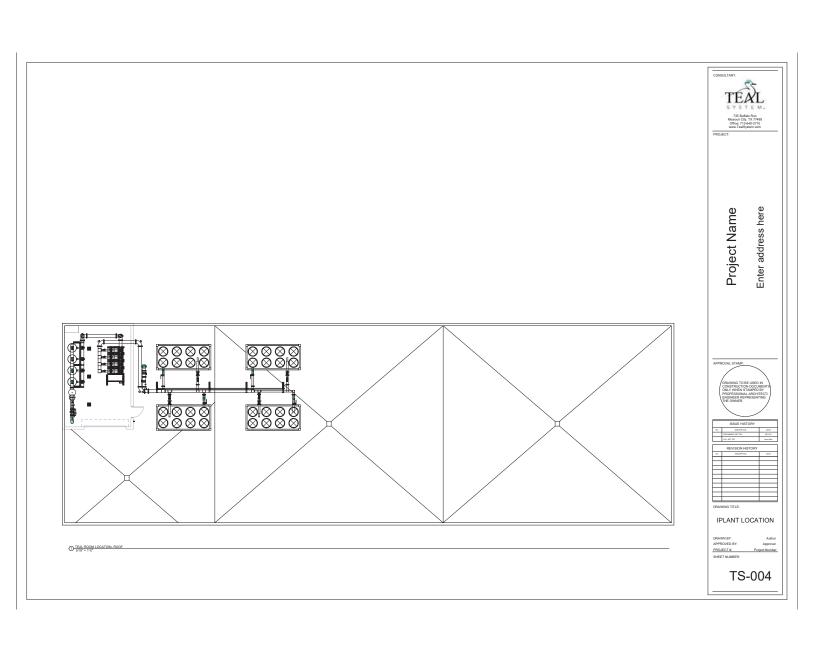
## TEAL IPLANT PROJECT SCOPE TEAL CHILLED WATER SYSTEM: THE SYSTEM IS BASED ON SERVING A <PROJECT TYPE> LOCATED IN <CITY, STATE>. OUR PROPOSAL IS BASED ON THE PERMIT PACKAGE DATED <FERRIJARY 8, 2021.> 5 Y 5 T E M 735 Buffalo Run Missouri Cky, TX 77489 Office: 713-840-2710 www.TealSystem.com TEAL PROVIDES: (4) ISB NOMMAL TON PADMAGED AIR-COOLED CHELERS & ASSOCIATED TWO-WAY COM-(4) CHILLD WATER PAUPS WITH ASSOCIATED VALVES, GALACES AND ACCESSORES DIRECT DIGITAL CONTROL (CID) OF THE AIR PAUT THE AIR PAUPS CONTROL PAGE TO DIGITAL CONTROL (CID) OF THE AIR PAUT THE AIR PAUT AIR PAUT THE AIR PAUT CONTROLS MANTONIO OF CHALES PARK LEVIS AND CONTROLS UTLIZED PREDICTIVE FALURE AND PRESIDENTIAL SHATINIANCE GARDS DOWNION. IMPRINCIPATION IS 24 HOURS PER DAY, 365 DAYS A YEAR BY 20 YEAR PARTS AND LADOR WARRANTY OF ENTIRE TELL PLANT 20 YEAR PARTS AND LADOR WARRANTY OF ENTIRE TELL PLANT 20 YEAR WAITS MANCE OF ENTIRE TELL PLANT TO CHEMICAL THE TELL PLANT EQUIPMENT CHILLED WATER PIPING FROM CHILLERS TO TERMINATION POINTS SHOWN ON ATTACHED DRAWINGS – TERMINATION POINT IS NEGOTIABLE. PIPING IS SHIPPED LOOSE TO BE HOISTED IN PLACE BY CONTRACTOR. PIPING TO BE ASSEMBLED AND INSTALLED BY TEAL. TEST AND BALANCE OF ALL PLANT EQUIPMENT SEE ATTACHED DRAWINGS FOR MORE DETAIL ON TEAL SCOPE CONTRACTOR ASSEMBLY AND INSTALLATION RESPONSIBILITIES: Project Name Enter address here RECEIVING AND INSPECTION OF EQUIPMENT INTERIOR AND EXTERIOR (REPORT DAMAGE ACCORDIOLLY) PRING IS SHEPPELLOGE TO BE HOSTED IN PLACE OF CONTRACTOR. PRING TO SESSEMBLED AND IN EXCENTION, AND RECORD OF ALL EXCEPTION FACTORS NOT DAMAGE LOCATIONS. LIVERING, SHAMMING AN RECEIVE OF THE MANUFACTURES RECOMMEDIATIONS. LIVERING, SHAMMING AN RECEIVE OF THE MANUFACTURES RECOMMEDIATIONS. RECEIVE AND PLACE LOCATIONS. RECEIVE AND PLACE TOUCH UP AND PAINT SCRATCHES AND MINOR DENTS THAT MAY OCCUR DURING HOISTING AND RIGGING ARCHTECTURAL

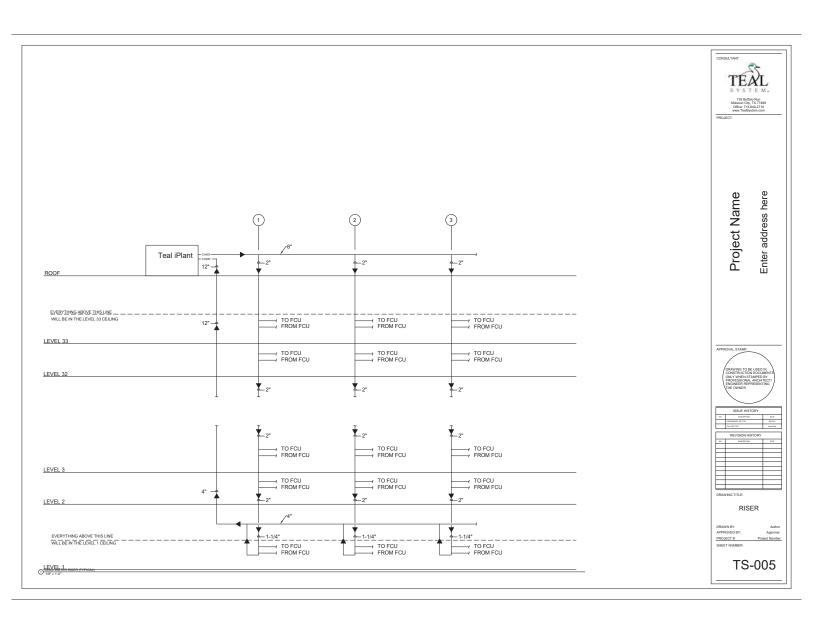
① IPLANT DIMENSION 1/4" = 1'-0" DRAWN BY:
APPROVED BY:
PROJECT #
SHEET NUMBER:

TS-001









Job:		SS™- Type WH
Engineer:		Water Heaters
Contractor:		Models HD101-HD401
Prepared By:		
Model:	Indoor/Outdoor:	_ MBH Input:
TruSeal® Direct Vent		
Sealed Combustion Chamber		
100% Factory Fire Tested		
Efficiency: 85%	_ On	·
Maximum Outlet Temperature: 200° Minimum Non-condensing Inlet Ten	1 . Um (0)	5 5 5
Thermal Shock Proof Heat Exchang		ů –
Limited Twenty-year Thermal Shock		
Limited Five-year Heat Exchanger V		
Status Display LED's	8	
PolyTuf Powder Coated Cabinet		
No Combustible Floor Shield Requi	red	Patent No. 7,044,124
Fan-assisted – Ultra Low NOx (<20	ppm Nat.)	abled in the USA
Patented Burner Security Blanket		
Heat Exchanger  ■ HLW Stamp  ■ Headers  □ Bronze - Standard □ Cast Iron, Glass-lined –  Option A-2  ■ ASME Inspected and Stamped 160 PSIG Working Pressure  ■ National Board Approved  ■ Finned Tubing □ Copper - Standard □ Cupro Nickel – Option A-3	Gas Train  4" WC Minimum Pressure  Combination Valve  Firing Mode  On/Off (WH1) — Standard  2 Stage (WH3) — Optional  Fuel  Natural Gas  Propane Gas  Design Certified -  ANSI Z21.10.3/CSA 4.3  Burner	Temperature Controls (Optional)  □ B-2 1-Stage Controller, 100-200 °F (Loose)  □ B-3 2-Stage Controller, 100-200 °F (Loose)  □ B-26 TempTracker Digital Controller, 2-Stage (Mtd)  □ B-21 TempTracker Digital Controller, 4-Stage (Loose)  □ Remote Controller □ By others:
<ul> <li>ASME Steel Tube Sheet</li> <li>Silicone High Temp O-Rings</li> <li>ASME Pressure Relief Valve         ☐ 125 PSIG – Standard         ☐ 150 PSIG – Option A-16</li> <li>Temperature and Pressure Gauge (shipped loose)</li> <li>Flow Switch – Mounted</li> <li>☐ Left-hand Water (Standard)         ☐ Right-hand Water - Optional A-6</li> <li>Controls</li> <li>120V, 60Hz, 1Ø Power Supply</li> <li>120/24V 60Hz Transformer</li> <li>100% Shutoff/Lockout</li> <li>Hot Surface Ignition</li> <li>Remote Flame Sensor</li> <li>Fixed High Limit Control, Manual Reset</li> <li>On/Off Power Switch</li> <li>Blocked Vent Pressure Switch</li> <li>Combustion Air Proving Switches (2)</li> <li>Economaster Style Pump Relay</li> </ul>	<ul> <li>Two-stage Capable</li> <li>Ultra-Low NOx (&lt;20 ppm Nat.)</li> <li>Construction</li> <li>Indoor/Outdoor Construction</li> <li>Slide-Out Controls Tray</li> <li>Front Controls Enclosed</li> <li>PolyTuf Powder Coat Finish</li> <li>TruSeal® Direct Vent</li> <li>Integral Combustion Air Filter</li> <li>CSA Low Lead Certified ≤ .25% Lead</li> <li>Venting</li> <li>Vent Termination Cap         <ul> <li>Outdoor - Option D-11</li> <li>Indoor, Horizontal - Option D-15</li> <li>Indoor, Vertical - Option D-20</li> </ul> </li> <li>Combustion Air - Ducted         <ul> <li>Air Intake Elbow - Option D-16</li> </ul> </li> <li>Extractor - Optional</li> <li>By Others</li> <li>Not Required</li> </ul>	Options    I-1
estimates enjoy and invariant		Raupak

Replaces: 09-15-14

Catalog No.: 3500.192E

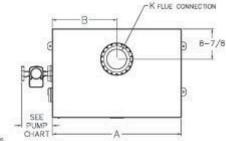
Effective: 05-01-15

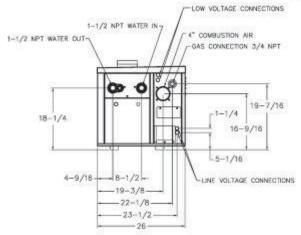


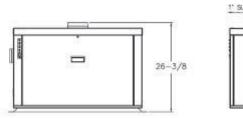
## Hi Delta SS HD101-HD401 Type WH - Domestic Hot Water

Model	
-------	--

Primary Pump HP - Amps								
Model	Water Hardness							
(WH1)	Soft	Medium	Hard					
HD101	1/8 - 1.1	1/8 - 1.3	1/4 - 1.6					
HD151	1/8 - 1.1	1/8 - 1.3	1/4 - 1.6					
HD201	1/8 - 1.1	1/8 - 1.3	1/4 - 1.6					
HD251	1/8 - 1.1	1/8 - 1.3	1/4 - 1.6					
HD301	1/8 - 1.1	1/8 - 1.3	1/4 - 1.6					
HD401	1/8 - 1.1	1/8 – 1.3	1/4 – 1.6					









#### WATER HEATER RECOVERY RATES (GPH)

MODEL	TEMPERATURE RISE IN °F								
(WH1)	20⁰	30⁰	40º	50º	60º	70º	80º	90º	100⁰
HD101	510	340	255	204	170	146	128	113	102
HD151	765	510	383	306	255	219	191	170	153
HD201	1015	677	508	406	338	290	254	226	203
HD251	1276	850	638	510	425	364	319	283	255
HD301	1531	1020	765	612	510	437	383	340	306
HD401	2036	1357	1018	814	679	582	509	452	407

#### **SPECIFICATIONS**

Model	MB	TUH	Firing				Heater	Approx.
Model	INPUT	Output	Stages	Α	В	K	Amps	SHIP WT. (LBS)
HD101	100	85	1*	18-9/16	9-1/4	4	<5	150
HD151	150	128	1*	21-7/8	10-7/8	4	<5	175
HD201	199	169	1*	25-1/16	12-1/2	5	<5	200
HD251	250	213	1*	28-5/16	14-1/8	5	<5	225
HD301	299	254	1*	31-9/16	15-3/4	5	<5	250
HD401	399	339	1*	38-1/16	19	6	<5	300

<sup>\* 2</sup> Stage optional Dimensions are in inches

#### **RATES OF FLOW AND PRESSURE DROPS**

Model	Input MBTUH	Output MBTUH		Soft (3-4 GPG)			Medium (5-15 GPG)			Hard (16-25 GPG**)							
			$\Delta T$	GPM	$\Delta \mathbf{P}$	MTS	SHL	$\Delta T$	GPM	ΔΡ	MTS	SHL	$\Delta T$	GPM	ΔP	MTS	SHL
HD101	100	85	9	20	1.8	1-1/2	3.8	7	26	3.0	1-1/2	6.3	4	45	9.2	1-1/2	18.0
HD151	150	128	13	20	1.8	1-1/2	3.8	10	26	3.1	1-1/2	6.3	6	45	9.2	1-1/2	18.1
HD201	199	169	17	20	1.9	1-1/2	3.9	13	26	3.2	1-1/2	6.4	8	45	9.4	1-1/2	18.2
HD251	250	213	21	20	1.9	1-1/2	3.9	16	26	3.2	1-1/2	6.5	9	45	9.6	1-1/2	18.5
HD301	299	254	25	20	1.9	1-1/2	3.9	20	26	3.2	1-1/2	6.5	11	45	9.8	1-1/2	18.7
HD401	399	339	31	20	2.0	1-1/2	4.8	26	26	3.3	1-1/2	6.6	15	45	10.3	1-1/2	19.1

NOTE: Basis for minimum flow is 13 GPM or 40 °F  $\Delta$ T. GPG = Grains Per Gallon

\*\* If over 25 GPG, must use a water softener SHL includes 50 ft of tubing each way (total 100ft)

NOTES: 1. Rates shown are for natural or propane gas, and elevations up to 2,000 feet. For installations above 2,000 feet, please contact manufacturer.

2. Recommended natural gas pressure is 7 – 10.5" WC. Recommended propane gas pressure is 11 - 13" WC.

Raypak, Inc. • 2151 Eastman Avenue, Oxnard, CA 93030 • (805) 278-5300 • Fax (800) 872-9725 • www.raypak.com Catalog No.: 3500.192E Effective: 05-01-15 Replaces: 09-15-14

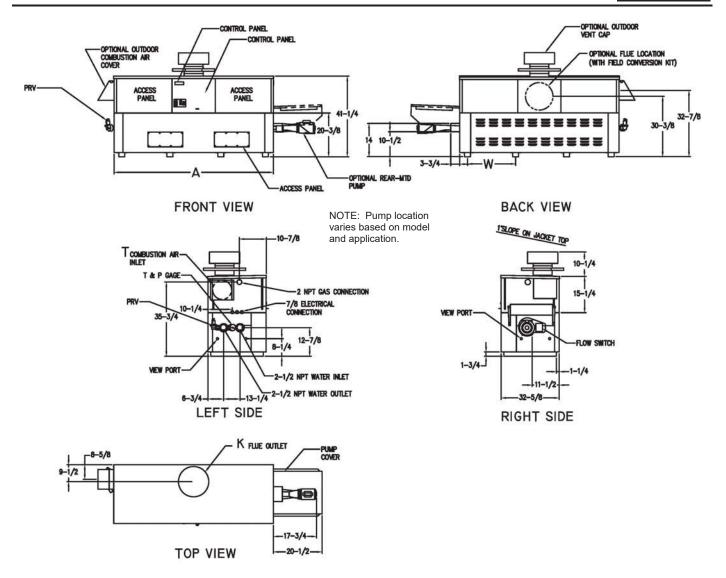
Job: Engineer: Contractor: Prepared By: Model:		Delta® - Type WH  Water Heaters  Models 992B-2342E
100% Factory Fire Tested Efficiency: 85% Maximum Outlet Temperature: 26 Minimum Non-Condensing Inlet of Thermal Shock Proof Heat Exchall Limited Twenty-Year Thermal Shock Limited Five-Year Heat Exchange Full Safety Diagnostics with Faul PolyTuf Powder Coated Cabinet No Combustible Floor Shield Rec Fan-Assisted Patented Burner Security Blanke	Temperature: 105°F anger ock Warranty er Warranty t History	Patent No. 7,044,124
Heat Exchanger  HLW Stamp Headers Brass – Standard Glass-Lined Cast Iron – Option A-2  ASME Inspected and Stamped 160 PSIG Working Pressure National Board Approved Fin Tubing Copper – Standard Cupro Nickel – Option A-3  ASME Steel Tube Sheet Silicone High Temp. O-Rings  ASME Pressure Relief Valve 125 PSIG – Standard PSIG – Optional Temperature and Pressure Gauge Water Connections Left – Standard Right – Option A-6  Controls  120V, 60Hz, 1∅ Power Supply 120/24V 60Hz Transformer 100% Shut-Off/Lockout Hot Surface Ignition Remote Flame Sensor High Limit Control, Manual Reset On/Off Power Switch Manual Shut-Off, Front-Mounted Flow Switch Blocked Vent Pressure Switch	Gas Train  ■ Manual Gas Shut-Off Valve(s)  ■ Combo Valve(s)  ■ Firing Mode  □ 3-Stage: Model 992B  □ 4-Stage: Models 1262B-2342B  ■ Fuel  □ Natural Gas  □ Propane Gas  □ 4" WC Gas Supply Pressure  G-20  ■ Design Certified - ANSI Z21.10.3/  CSA 4.3  Construction  ■ Indoor/Outdoor Construction  ■ Indoor/Outdoor Construction  ■ Enclosed Front Controls  Venting  ■ Vent Location  □ Top - Standard  □ Rear - Option D-14  ■ Vent Termination Cap  □ Outdoor D-11  □ Indoor, Horizontal D-15  □ Indoor, Vertical (by others)  ■ Combustion Air  □ In-Line Filter Kit (TruSeal only) D-17  □ Air Intake Elbow D-16  ■ Extractor - Optional  □ By others	Burner  ■ Ultra-Low NOx: Less than 20 PPM  Temperature Controls  □ B-2



Catalog No.: 3500.262E Effective: 9-01-09 Replaces: 11-15-07

Blocked Vent Pressure Switch Combustion Air Proving Switches Economaster Pump Time Delay

Enable/Disable
Diagnostics Panel with LCD Display
2 Lines, 20 Characters



#### **SPECIFICATIONS**

										Approx.
	ME	TUH	Firing	Α	Н	K	Т	W	Amp.	Shipping
Model	Input	Output	Stages	Width	NPT				Draw*	Wt. (Lbs.)
992B	990	842	3	57-1/8	2-1/2	10	10	16-13/16	<12	900
1262B	1260	1071	4	68-1/2	2-1/2	12	10	20-9/16	<12	1010
1532B	1530	1301	4	79-7/8	2-1/2	12	10	24-3/8	<12	1225
1802B	1800	1530	4	91-1/8	2-1/2	14	10	28-1/8	<12	1350
2002B	1999	1699	4	102-1/2	2-1/2	14	10	31-15/16	<12	1450
2072B	2070	1760	4	102-1/2	2-1/2	14	10	31-15/16	<12	1450
2342B	2340	1989	4	113-7/8	2-1/2	16	10	35-11/16	<12	1520

Dimensions are in inches.

#### **RECOVERY RATES (GPH)**

	Temperature Rise in °F									
Model	20°	30°	40°	50°	60°	70°	80°	90°	100°	
992B	5100	3400	2550	2040	1700	1457	1275	1133	1020	
1262B	6491	4327	3245	2596	2164	1855	1623	1442	1298	
1532B	7882	5255	3941	3153	2627	2252	1970	1752	1576	
1802B	9273	6182	4636	3709	3091	2649	2318	2061	1855	
2002B	10298	6865	5149	4119	3433	2942	2574	2288	2060	
2072B	10664	7109	5332	4265	3555	3047	2666	2370	2133	
2342B	12055	8036	6027	4822	4018	3444	3014	2679	2411	

NOTES: 1. Rates shown are for natural or propane gas, and elevations up to 5,000 feet. For installation above 5,000 feet, please contact manufacturer.

2. Required natural gas pressure is 7 – 10.5" WC. Required propane gas pressure is 11 - 13" WC.

Raypak, Inc. • 2151 Eastman Avenue, Oxnard, CA 93030 • (805) 278-5300 • Fax (800) 872-9725 • www.raypak.com

Catalog No.: 3500.262E Effective: 9-01-09 Replaces: 11-15-07

<sup>\*</sup> Without pump



## Product Submittal for XFIIRE<sup>™</sup>- Type H Models 300B-1000B

Date:	Job:	Location:
Equipment Tags:	Engineer:	Contractor:
Model:	Notes:	
Prepared by:	Indoor Outdoor	Gas Type: Natural Gas Propane

Stainless steel water-tube construction, versatile and adaptive controls. Designed for ease of maintenance.

Up to 96.5% thermal efficiency at full rate

100% factory fire-tested

VERSA IC® modulating controller with 4.3" color touchscreen display

Raymote™ remote connectivity - optional

7:1 turndown

Fault history with full diagnostics

Status display lighting in logo on front panel

Cascade up to 4 heaters - no external sequencer required

Modbus RTU BMS port

Maximum outlet water temperature: 200°F

Maximum system temperature: 192°F

Zero side clearance to combustibles

Indoor/outdoor construction - standard

PVC, CPVC, polypropylene or stainless steel venting certified

Limited 20-year thermal shock warranty

Limited 10-year heat exchanger warranty

Meets SCAQMD R1146.2 requirements (NOx< 20 ppm)

Proudly assembled in the USA













Catalog No.: 2000.19 Effective: 08-20-19 Page 1 of 4



### Product Submittal for XFIIRE™ - Type H

Job:	

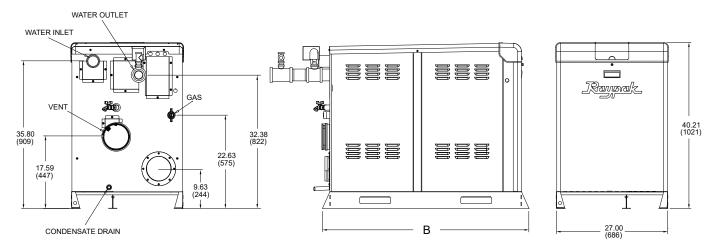
#### ☐ I-21 High limit fixed auto reset, 200°F **Standard Features Gas Train** ☐ M-1 Safety valve - motorized Fuel **Heat Exchanger** ☐ M-10 Safety valve - Solenoid ☐ Natural gas All stainless steel construction with brass connections ☐ Propane (minimum grade HD-5) (must use with M-1 or M-10) Gasketless heat exchanger design Dual-seat combination valve F-15 Flow meter and manifold kit (ship loose) ASME H stamped; 160 PSIG MAWP H7 electronic modulating fiiring mode ☐ P-\_\_\_ Pump: \_\_\_HP, 120V, 1 Ø , 60Hz National Board registered ☐ Cast iron ASME pressure relief valve (shipped loose) Construction ☐ Bronze / SS 60 PSIG - standard ☐ S-12 High/low gas pressure switches, Indoor/outdoor construction \_\_ PSIG - optional manual reset Enclosed front controls T&P gauge (shipped loose) ☐ Z-12 Condensate treatment kit PolyTuf powder coat finish Rear connections (water, gas, vent, electrical, **Multi-Boiler System Controllers** Control combustion air, condensate and drain) ☐ 120V, 60Hz, 1Ø power supply (standard) Design certified ANSI Z21.13/CSA 4.9 TempTracker Mod+ Hybrid Digital Controllers, ■ E-16 208V, 60Hz, 1Ø power supply (optional) Built-in combustion air filter ☐ B-36 2-4 boilers, OA reset VERSA IC ® with 4.3"color touchscreen display Built-in condensate trap and switch ☐ B-37 5-10 boilers, OA reset ☐ C-11 Raymote<sup>™</sup> IoT connectivity (optional) ☐ B-38 11-16 boilers, OA reset Ignition module ☐ B-39\* EMS 4-20 mA Remote **Cat IV Venting** ☐ 3-Try (standard) ☐ Setpoint Interface Module (PVC-CPVC-Polypropylene-Stainless Steel) ☐ C-6 single-try (optional) ☐ B-62\* BACnet MS/TP Interface (\*only used Vent termination (options) 0-10 VDC input for BMS with B-36 to B-38) Module (\*only used with D-11 Outdoor flue exhaust termination kit B-36 to B-38) Cascade up to 4 water heaters (stainless steel) Remote flame sensor Extractor fan cascade vent as needed **Additional Options or Accessories** ■ By others Fixed high limit, manual reset, 200°F ■ Not required Alarm dry contact connection Regulatory Agency requirements Other Options On/off power switch ☐ Truseal<sup>®</sup> Air Intake Flow switch (factory mounted) D-22 Loose Low water cut-off, remote probe ☐ D-21 Factory mounted Blocked vent pressure switch ☐ D-33 Polypropylene vent adapter Boiler, DHW & System Pump contacts (Centrotherm InnoFlue®) Water temperature sensors $10k\Omega$ □ D-37 Motorized combustion air damper (5 total, of which 3 ship loose) Modbus RTU BMS port **Options** ■ B-85 BMS Gateway, Modbus RTU to ☐ B-31 Sensor well Modbus TCP, N2 Metasys, BACnet IP, or ☐ B-32 Outdoor air sensor BACnet MS/TP (optional) ☐ B-65 Indirect DHW tank aquastat control Loose ☐ E-5 Boiler alarm with 4" bell ■ Factory mounted ■ Loose B-86 BMS Gateway, Modbus RTU, LONWorks ■ Factory mounted (optional) ■ E-15 Boiler alarm with buzzer ■ Loose ☐ Loose ■ Factory mounted ☐ Factory mounted Burner ☐ I-5 High limit adj. manual reset, 200°F ☐ I-13 high limit adj. auto reset, 200°F Direct spark ignition (DSI) I-14 high limit adj. auto reset, 180°F Low NOx: less than 20 ppm ☐ I-20 High limit adj. manual reset, 180°F

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## Product Submittal for XFIIRE™ - Type H

Job: \_\_\_\_\_



	MBTU	H (kW)				Dimens	mm)		
Model H7-	Input	Output	Turn Down	AHRI Thermal Efficiency	В	Flue Ø*	Water Inlet/Outlet NPT	Air Intake Ø	Operating Weight lbs(kg)
□ 300B	300 (88)	289 (85)	7:1	96.5%	36.83 (935)	4 (100)	2 (50)	4 (100)	411 (186
☐ 400B	399 (117)	383 (112)	7:1		36.83 (935)	4 (100)	2 (50)	4 (100)	411 (186)
□ 500B	500 (147)	480 (141)	7:1		36.83 (935)	4 (100)	2 (50)	4 (100)	411 (186)
☐ 650B	650 (191)	624 (183)	7:1	96.0%	45.22 (1148)	6 (150)	2 (50)	6 (150)	501 (227)
□ 800В	800 (235)	768 (225)	7:1		45.22 (1148)	6 (150)	2 (50)	6 (150)	547 (248)
□ 1000В	1000 (294)	960 (281)	7:1		50 (1270)	6 (150)	2.5 (65)	6 (150)	627 (284)

<sup>\*</sup> PVC/CPVC Standard

## Clearance - inches (mm)

	Front	Rear	Right	Left	Тор	Front	Vent
Combustible Minimum	0	24 (610)	0	0	0	Open	1 (25)
Minimum Service	0	24 (610)	0	0	0	30 (762)	1 (25)

Model	Boiler Current Draw						
H7-	☐ 120VAC	☐ 208VAC					
□ 300B	<7.5 A	<5.0 A					
☐ 400B	<7.5 A	<5.0 A					
□ 500B	<5.0 A	<5.0 A					
□ 650B	<5.0 A	<5.0 A					
□ 800B	<7.5 A	<7.5 A					
□ 1000B	<7.5 A	<7.5 A					

 <sup>\*</sup> Current draw is for heater only. Supply breaker must have delayed trip.
 \*\* Single phase only

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Product Submittal for XFIIRE <sup>™</sup> - Type □	Product	<b>Submittal</b>	for XFIIRE™	- Type	Н
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Job: \_\_\_\_\_

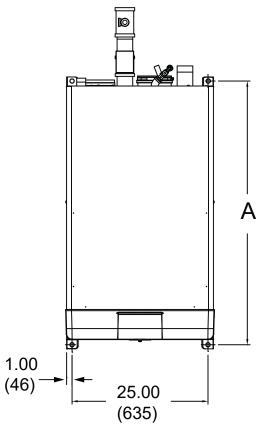
## Flow and Pressure Loss Information

Model	МВТИН	l (kW/h)	20	20 °F ΔT 30 °F ΔT		Min Flow			Max Flow			
H7-	Input	Output	GPM (L/min)	ΔP ft.wc.(kPa)	GPM (L/min)	ΔP ft.wc.(kPa)	GPM (L/min)	ΔP ft.wc.(kPa)	ΔT-ºF (°C)	GPM (L/min)	ΔP ft.wc.(kPa)	ΔT-°F(°C)
□300В	300	288	29	6	19	3	15	2	39	38	10	15
	(88)	(84)	(110)	(18)	(72)	(9)	(56)	(6)	(22)	(144)	(30)	(8)
□ 400B	399	383	38	11	26	5	20	3	39	50	17	15
	(117)	(112)	(144)	(33)	(97)	(15)	(74)	(9)	(22)	(189)	(51)	(8)
□ 500В	500	480	48	12	32	6	25	4	39	62	20	15
	(147)	(141)	(182)	(36)	(121)	(18)	(93)	(12)	(22)	(235)	(60)	(8)
□ 650B	650	624	62	11	42	5	32	3	39	80	17	16
	(191)	(183)	(235)	(33)	(158)	(15)	(121)	(9)	(22)	(303)	(51)	(9)
□800B	800	768	77	12	51	6	39	4	39	90	16	17
	(235)	(225)	(291)	(36)	(194)	(18)	(149)	(12)	(22)	(341)	(48)	(9)
□1000B	1000	960	96	14	64	6	49	4	39	90	12	21
	(294)	(281)	(363)	(42)	(242)	(18)	(186)	(12)	(22)	(341)	(36)	(12)

Maximum flow based on  $15^{\circ}F \Delta T (8 {\circ}C)$  or 8 ft/s (2.4 m/s) velocity, whichever is less.

SHL = System Head Loss of water heater plus 100 equivalent feet (30 m) of pipe.

## **Footprint and Base Anchor Bolt Pattern**



Model H7-	Dimensions inches (mm)
	A
300B-500B	35.33 (897)
650B-800B	43.75 (1111)
☐ 1000B	48.50 (1231)

Dimensions are shown in inches (mm)

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## Product Submittal for XFIIRE™ - Type WH Models 300B-1000B

Date:	Job:	Location:
Equipment Tags:	Engineer:	Contractor:
Model:	Notes:	
Prepared by:	Indoor Outdoor	Gas Type: Natural Gas Propane

Stainless steel water-tube construction, versatile and adaptive controls. Designed for ease of maintenance.

Up to 96.5% thermal efficiency at full rate

100% factory fire-tested

VERSA IC® modulating controller with 4.3" color touchscreen display

Raymote™ remote connectivity - optional

7:1 turndown

Fault history with full diagnostics

Status display lighting in logo on front panel

Cascade up to 4 heaters - no external sequencer required

Modbus RTU BMS port

Maximum outlet water temperature: 180°F

Maximum setpoint 150°F

Zero side clearance to combustibles

Indoor/outdoor construction - standard

PVC, CPVC, polypropylene or stainless steel venting certified

Limited 5-year heat exchanger warranty (type WH)

Meets SCAQMD R1146.2 requirements (NOx <20ppm)

Proudly assembled in the USA





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## Product Submittal for XFIIRE™ - Type WH

### Standard Features ☐ I-21 High limit fixed auto reset, 200°F **Gas Train** ☐ M-1 Safety valve - motorized **Heat Exchanger** Fuel ☐ M-10 Safety valve - solenoid All stainless steel construction with brass ☐ Natural gas connections ☐ M-15 Safety valve - vent valve ☐ Propane (minimum grade HD-5) (must use with M-1 or M-10) Gasketless heat exchanger design Dual-seat combination valve F-15 Flow meter and manifold kit (shipped loose) WH7 electronic modulating firing mode ASME H stamped; 160 PSIG MAWP ☐ P-\_\_\_ Pump:\_\_HP, 120V, 1Ø ,60Hz, Bronze/SS ☐ S-12 High/low gas pressure switches, National Board registered Construction manual reset ASME pressure relief valve (shipped loose) Z-12 Condensate treatment kit Indoor/outdoor construction ☐ 125 PSIG (standard) Enclosed front controls → PSIG (optional) **Additional Options or Accessories** PolyTuf powder coat finish T&P gauge (shipped loose) Rear connections (water, gas, vent, electrical, combustion air, condensate, and drain) **Regulatory Agency requirements** Control Design certified ANSI Z21.10.3/CSA 4.3 ☐ 120V, 60Hz, 1Ø power supply (standard) Built-in combustion air filter E-16 208V, 60Hz, 1Ø power supply (optional) Built-in condensate trap and switch VERSA IC® with 4.3" color touchscreen display C-11 Raymote™ IoT connectivity (optional) Cat IV Venting Ignition module (PVC-CPVC-Polypropylene-Stainless Steel) 3-Try (standard) Vent termination ☐ C-6 single-try (optional) □ D-11 Outdoor flue exhaust termination kit 0-10 VDC input for BMS (stainless steel) Cascade up to 4 water heaters Extractor fan cascade vent as needed Remote flame sensor □ By others Fixed high limit, manual reset, 180°F ■ Not required Alarm dry contact connection Other Options On/off power switch ☐ Truseal <sup>®</sup> Air Intake Flow switch (factory mounted) D-22 Loose Low water cut-off, remote probe ☐ D-21 Factory mounted ☐ D-33 Polypropylene Vent Adapter Blocked vent pressure switch (Centrotherm InnoFlue®) Boiler, DHW & System Pump contacts D-37 Motorized combustion air damper Water temperature sensors $10k\Omega$ (3 total, tank sensor ships loose) **Options** Modbus RTU BMS port ☐ B-31 Sensor well ☐ B-85 BMS Gateway, Modbus RTU to ☐ B-32 Outdoor air sensor Modbus TCP, N2 Metasys, BACnet IP, or ☐ B-65 Indirect DHW tank aquastat control

☐ E-5 Boiler alarm with 4" bell

☐ Factory mounted

☐ Factory mounted

☐ I-5 High limit adj. manual reset, 200°F

I-13 high limit adj. auto reset, 200°F

☐ E-15 Boiler alarm with buzzer

Loose

Loose

☐ I-14 high limit adj. auto reset, 180°F Low NOx: less than 20 ppm ☐ I-20 High limit adj. manual reset, 180°F

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BACnet MS/TP (optional)

■ B-86 BMS Gateway, Modbus RTU, LONWorks

☐ Factory mounted

☐ Factory mounted

Direct spark ignition (DSI)

Loose

(optional)

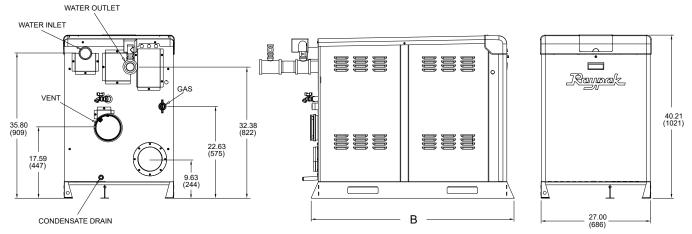
Loose

**Burner** 



## Product Submittal for XFIIRE™ - Type WH

Job:			



	мвти	H (kW)				mensior	nm)		
Model WH7-	Input	Output	Turn Down	Thermal Efficiency	В	Flue Ø*	Water Inlet/Outlet NPT	Air Intake Ø	Operating Weight Ibs(kg)
☐ 300B	300 (88)	289 (85)	7:1	96.5%	36.83 (935)	4 (100)	2 (50)	4 (100)	411 (186
☐ 400B	399 (117)	383 (112)	7:1		36.83 (935)	4 (100)	2 (50)	4 (100)	411 (186)
□ 500B	500 (147)	480 (141)	7:1		36.83 (935)	4 (100)	2 (50)	4 (100)	411 (186)
☐ 650B	650 (191)	624 (183)	7:1	96.0%	45.22 (1148)	6 (150)	2 (50)	6 (150)	501 (227)
□ 800В	800 (235)	768 (225)	7:1		45.22 (1148)	6 (150)	2 (50)	6 (150)	547 (248)
□1000B	1000 (294)	960 (281)	7:1		50 (1270)	6 (150)	2.5 (65)	6 (150)	627 (284)

<sup>\*</sup> PVC/CPVC Standard

## Clearances-inches (mm)

	Front	Rear	Right	Left	Тор	Front	Vent
Combustible Minimum	0	24 (610)	0	0	0	Open	1 (25)
Minimum Service	0	24 (610)	0	0	0	30 (762)	1 (25)

		RECOVERY RATES - GPH (LPH)									
Model WH7-		Temperature Rise - °F (°C)									
VVII/-	20 (11 )	30 (17 )	40 (22)	50 (28 )	60 (33 )	70 (39 )	80 (44 )	90 (50 )	100 (56 )		
□ 300В	1727	1152	864	691	576	494	432	384	349		
	(6537)	(4360)	(3270)	(2615)	(2180)	(1870)	(1635)	(1453)	(1321)		
☐ 400B	2297	1532	1149	919	766	656	574	511	464		
	(8694)	(5799)	(4349)	(3478)	(2899)	(2483)	(2173)	(1934)	(1756)		
□ 500B	2879	1919	1439	1152	960	823	720	640	582		
	(10897)	(7263)	(5447)	(4360)	(3634)	(3115)	(2725)	(2422)	(2203)		
☐ 650B	3742	2495	1871	1497	1247	1069	936	832	756		
	(14163)	(9444)	(7082)	(5666)	(4720)	(4046)	(3543)	(3149)	(2861)		
□ 800В	4604	3071	2303	1842	1535	1316	1152	1024	931		
	(17434)	(11624)	(8717)	(6972)	(5810)	(4981)	(4360	(3876)	(3524)		
□ 1000В	5758	3838	2879	2303	1919	1645	1439	1279	1164		
	(21794)	(14527)	(10897)	(8717)	(7263)	(6226)	(5447)	(4841)	(4406)		

Model WH7-		Boiler Cu	rrent Draw
		☐ 120VAC	☐ 208VAC
□ 30	00B	<7.5 A	<5.0 A
□ 40	00B	<7.5 A	<5.0 A
□ 50	00B	<5.0 A	<5.0 A
□ 6:	50B	<5.0 A	<5.0 A
□ 80	00B	<7.5 A	<7.5 A
100	00B	<7.5 A	<7.5 A

Current draw is for heater only. Supply breaker must have delayed trip.

\*\* Single phase only

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Product Submi	ttal for XFIIRE	™ - Type	WH
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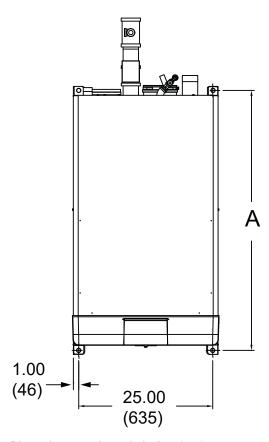
Job: \_\_\_\_\_

### Flow and Pressure Loss Information

Model	MBTUH (kW/h)		Up to 15 GPG				Min Flow			Max Flow		
WH7-	Input	Output	ΔT-ºF (°C)	GPM (L/min)	ΔP ft.wc.(kPa)	SHL ft.wc.(kPa)	GPM (L/min)	ΔP ft.wc.(kPa)	ΔT-°F (°C)	GPM (L/min)	ΔP ft.wc.(kPa)	ΔT-°F (°C)
□300В	300	288	16	37	10	14	28	6	21	38	10	15
	(88)	(84)	(9)	(140)	(30)	(42)	(106)	(18)	(12)	(144)	(30)	(8)
□400B	399	383	21	37	10	14	28	6	27	50	17	15
	(117)	(112)	(12)	(140)	(30)	(42)	(106)	(18)	(15)	(189)	(51)	(8)
□ 500B	500	480	22	44	11	16	33	6	29	62	20	15
	(147)	(141)	(12)	(167)	(33)	(48)	(125)	(18)	(16)	(235)	(60)	(8)
□ 650B	650	624	21	59	10	17	44	6	28	80	17	16
	(191)	(183)	(12)	(223)	(30)	(51)	(164)	(18)	(16)	(303)	(51)	(9)
□800B	800	768	21	74	11	22	55	7	28	90	16	17
	(235)	(225)	(12)	(280)	(33)	(66)	(208)	(21)	(16)	(341)	(48)	(9)
□1000B	1000	960	22	88	12	24	66	7	29	90	12	21
	(294)	(281)	(12)	(333)	(36)	(72)	(250)	(21)	(16)	(341)	(36)	(12)

Maximum flow based on  $15^{\circ}F \Delta T$  (8 °C) or 8 ft/s (2.4 m/s) velocity, whichever is less. SHL = System Head Loss of water heater plus 100 equivalent feet (30 m) of pipe.

## **Footprint and Base Anchor Bolt Pattern**



Model WH7-	Dimensions inches (mm)
	Α
300B-500B	35.33 (897)
650B-800B	43.75 (1111)
☐ 1000B	48.50 (1231)

Dimensions are shown in inches (mm)

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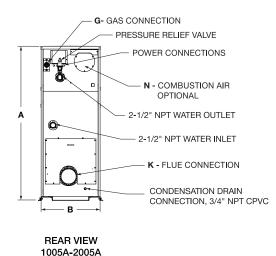
## XTherm - Type H & WH Models 1005A - 4005

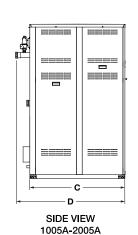
MBTUH (kw/h)									Dim	ensions In. (	mm)			Lbs. (kg)
Model	Input	Output (H)	Output. (WH)	Turndown	Thermal Efficiency (H)	Thermal Efficiency. (WH)	A Height	B Width	C Base Depth	D Overall Depth*	G NPT	K Flue ø	N Comb. Air ø	Ship Weight
1005A	999 (292.8)	959 (281.1)	969 (284)	7 to 1	96%	97%	55.25 (1403)	31 (787)	50 (1270)	57.3 (1455)	1-1/4**	6	6	1065 (483)
1505A	1500 (439.6)	1440 (422)	1455 (426.4)	7 to 1	96%	97%	67.125 (1705)	31 (787)	50 (1270)	57.5 (1461)	1-1/4**	8	8	1234 (560)
2005A	1999 (585.8)	1919 (562.4)	1939 (568.3)	7 to 1	96%	97%	81.125 (2061)	31 (787)	50 (1270)	57.5 (1461)	2**	8	8	1461 (663)
2505	2501 (733)	2401 (703.7)	2381 (698)	13 to 1	96%	95.2%	68.25 (1734)	31 (787)	97.5 (2477)	107.5 (2731)	2-1/2	10	10	2656 (1205)
3005	3000 (879.2)	2880 (844)	2856 (837)	13 to 1	96%	95.2%	73.25 (1861)	31 (787)	97.5 (2477)	107.5 (2731)	2-1/2	10	10	2775 (1259)
3505	3500 (1025.7)	3360 (984.7)	3332 (977)	13 to 1	96%	95.2%	78.25 (1988)	31 (787)	97.5 (2477)	107.5 (2731)	2-1/2	10	12	2925 (1327)
4005	4000 (1172.3)	3840 (1125.4)	3808 (1116)	7 to 1	96%	95.2%	83.25 (2115)	31 (787)	97.5 (2477)	109 (2769)	2-1/2	12	12	3058 (1387)

WH units have a minimum turndown of 60% of full rate.

\*For 60 PSI PRV standard on H models. Shipped loose on 2505-4005.

2505-4005





	Clearance	s in. (mm)	
	Combustible Minimum	Service Minimum	
Front	24 (610)	30 (762)	
Rear	12 (305)	36 (915)	
Right	1 (25)	24 (610)	
Left	1 (25)	1 (25)	
Top (indoor)	0	12 (305)	
Floor	0	N/A	
Vent Stack (indoor)	1 (25)	N/A	
Vent Cap (outdoor)	12 (305)	12 (305)	

<b></b>	POWER CONNECTIONS  G- GAS CONNECTION  N COMBUSTION AIR  K - FLUE CONNECTION	COMBUSTION AIR
<b>A</b>	4" GROOVED WATER INL PRESSURE RELIEF VALVE	
<u> </u>	4" GROOVED WATER OUTL  CONDENSATION DRAIN CONNECTION, 1-1/4" NPT CPVI	
	REAR VIEW	SIDE VIEW

www.raypak.com Oxnard, CA 93030 805-278-5300

2505-4005

<sup>\*\*</sup>For natural gas. 1" NPT for propane.

# High Efficiency Boilers & Water Heaters





Models 1005A, 1505A, 2005A 2505, 3005, 3505, 4005

Up to **99%** thermal efficiency!





Therm

## Xtreme Performance Up to 99% thermal efficiency!



## Raypak's Next Generation Condensing Modulating Heater

Time-honored technologies unite with cutting-edge advancements in Raypak's new XTherm® modulating vertical heater. Never before has a vertical heater provided both the installer and building owner such installation flexibility, ease-of-commissioning, reliability and long-term performance. Small space, not a problem. The XTherm has one of the smallest installed footprints of any vertical condensing heater. Our compact design makes it the perfect choice for those hard to reach retrofit projects. Raypak's XTherm is built with commercial-grade components and materials. From our structural steel base to our stainless steel flue wrapper, and condensing heat exchanger, you can tell the XTherm is built to last. It's easy to handle and install, but still user friendly to service. Now is the perfect time to take a closer look at Raypak.

## **Flexibility**

Industry-leading vent length allowances afford greater vent location options, thus reducing wasted space. Vent versatility is further enhanced by the self-tuning combustion system which compensates for unusual chimney and vent configurations.

Category IV -CSA-certified 96% efficiency for all sizes of hydronic boilers at full fire. 97% efficiency on all sizes for domestic hot water heaters (*Up to 99% at part load!*) When the job requires high efficiency, XTherm meets your needs.

At the heart of every Raypak XTherm is a unique integral evaporator system - the first defense against condensation in the non-condensing heat exchanger. Raypak's evaporator system collects and re-evaporates condensate which may form during initial start-up.

## **True Modulation**

Modulation is nothing new to Raypak-we have honed our gas modulation experience for over 60 years. The Raypak XTherm will precisely track the heating load with its built-in VERSA IC® Integrated Control platform, eliminating costly overshooting. Utilizing the latest technology for the combustion components, the optimum fuel-air ratio is maintained throughout the entire range of the load-tracking operation.

With up to 12.5:1 turndown, maximum efficiency is maintained throughout the firing rate and actually increases during part load, right when you want it! The XTherm automatically self-tunes to accommodate the widest range of gas supply pressures. The high-quality integrated blower-gas valve is self-correcting and allows smooth operation with fluctuating gas supply pressures. The Raypak XTherm is cutting-edge technology with atmospheric simplicity.

## **Key Features**

- 7 models from 1,000,000 to 4,000,000 BTUH
- 96% thermal efficiency hydronic and up to 97% DHW
- CSA Certified Low Lead Compliant
- Indoor/outdoor construction
- Small footprint, less than 11 square feet (1005A thru 2005A)
- Minimum continuous inlet water temperature (50°F)
- Water heater models are equipped with all copper and bronze, or stainless waterways.
- Pump outputs System, indirect and injector (2505-4005)
- Modulating gas valve and burner, up to 12.5:1 turndown
- Ultra Low NOx
  - 1005A-2005A -SCAQMD Certified at less than 20ppm
  - 2505-4005 less than 30ppm.
- Whisper-quiet operation
- 7" Color touch screen display
- 0-10 VDC BMS Interface (setpoint or direct drive)
- Built-in cascade function for up to 4 boilers
- Complete cabinet protects all controls and wiring
- Tough rust-resistant powder coat finish
- Easy to service air filter
- Suitable for altitudes up to 10,000 ft.
- Modbus BMS port

## Vent with:

- PVC\* (D-32 Option) factory mounted only 1005A-2005A
   \*PVC requires Max 170°F return water
- Polypropylene (D-33 Option) field install 1005A-2005A
- Stainless steel Category IV vent, standard All Models

## **Options**

- Outdoor air sensor (B-32)
- Indirect sensor
- Condensate neutralizer (Z-12)



## 1. Low Voltage Wiring Terminal

Up front and easy to get to. Makes sensor wiring and BMS wiring simple and clean.

## 2. VERSA IC® Control

The VERSA IC®, Integrated Control system is CSA listed and certified as a combined temperature, safety, and ignition control device. Easy front access to all field wiring. This includes outdoor sensor, DHW sensor, system alarm, Modbus BMS port and 0-10V DC input connections. Each unit comes factory-equipped with cascade control capability. Simple, quick access daisy chain of up to 4 boilers, link to Raypak Temp Tracker Mod+ Hybrid Master control for up to 16.

## 3. 7" Color Touch Screen Display

Large easy to read (7") color display. Will continuously monitor flame strength (µa) sensor temps, BMS signal (0-10V) set points, delta-T, all safety signals, full diagnostics and fault history for last 15 events. Everything you need from set-up to service is at your fingertips, all in one loca-

## 4. Combustion Air Blower

Cast-aluminum, non-sparking construction. The stateof-the-art variable-speed blower is controlled by the VERSA IC® integrated controller and works in smooth harmony with the main gas valve.

## 5. Dungs Gas Valve

The XTherm uses a state-of-the-art main gas valve manufactured in Germany. This precision gas valve works in perfect unison with the combustion air blower. The result is silky smooth light-offs and up to a 12.5:1 turndown.

### 6. How Switch

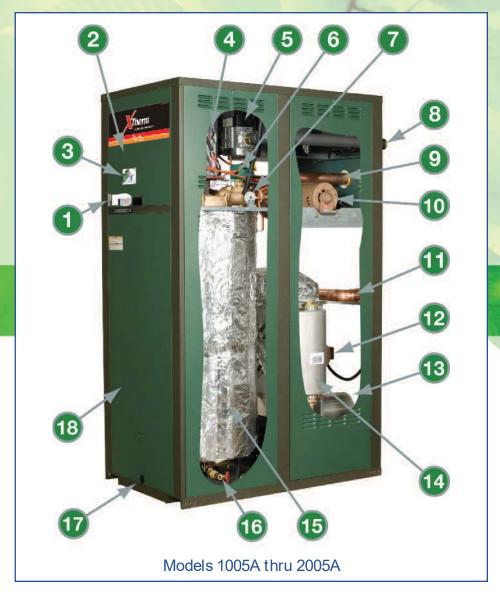
Monitors water flow and provides safe shut down if water flow drops below the minimum required.

## 7. Vent Pressure Switch

Monitors vent pressure and provides safe shut down if back pressure is excessive.

### 8. Gas Inlet

The XTherm will operate at 100% full rate with gas pressures as low as 4.0"w.c.



### 9. Water Outlet

With PRV and T & P gauge installed.

## 10. Boiler Pump

Sometimes referred to as the primary pump. This pump keeps flow through the heat exchanger

## 11. Water Inlet

The XTherm can accept 50°F continuous inlet water temperature and as low as 32°F during system startup.

## 12. Cold Water Run Pumps

The XTherm comes factory equipped with a built-in Cold Water Run system. This advanced water control system keeps the inlet water temperature to the non-condensing heat exchanger above 120°F, regardless of the incoming water temperature. It constantly self adjusts and regulates the incoming water flow while still maintaining a constant delta-T in the heat exchanger.

### 13. Rue Outlet

The stainless steel flue outlet is compatible with CAT IV stainless steel. Sizes 1005A-2005A are offered with the factory-installed D-32 (PVC or CPVC) or field-installed D-33 (Polypropylene) vent options. Dramatically cut your installation costs by using these non-metallic vent materials.

## 14. 316L Stainless Steel Condensing Heat Exchanger

Recovers waste heat to boost efficiency up to 96%+ range. The XTherm utilizes a high-grade stainless steel heat exchanger. This allows the corrosive combustion condensate to be collected safely without damaging the heater. There is a condensate disposal connection on the rear of the heater. The XTherm is also equipped with a condensate switch that will sense a blocked condensate drain, which protects the heater.

## 15. Vertical Non-Condensing Heat Exchanger Cylindrical, multi-pass heat exchanger captures all

radiant energy, eliminating the need for heavy refractory.

## 16. Drain Valve

Up to three drain valves located at the bottom of the non-condensing heat exchanger. Another valve is located on the condensing heat exchanger. This allows for complete winterizing and drainage of the heater.

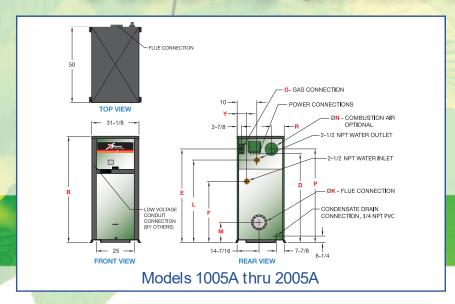
## 17. Viewing Port

Allows for easy burner inspection.

## 18. Weather-Proof Jacket

Heavy gauge galvanized steel with a UV-resistant Polytuf powder coat finish is impervious to weather and corrosion.

## Xtreme Small Footprint





1005A thru 2005A Heating Boiler

ΙĄ			Dimensions (inches)												H-Models Hydronic		
AL DATA	Model	B Ht.	D	E Gas	F Inlet	G NPT	K Flue Ø	L Outlet	М	N C/A Ø	Р	R	Υ	Weight (lbs.)	Boiler Amps	Pump Amps <sup>†</sup>	
PHYSICAL	1005A	55-1/8	45	47-1/8	36-1/2	1-1/4	6	40-1/16	11-1/2	6	47-1/8	8-1/16	6-1/16	1065	12	10	
Η̈́	1505A	67-1/8	57	59-1/16	38-1/2	1-1/4	8	52-1/16	12-5/8	8	59-1/8	8-3/16	6-1/16	1234	12	14	
Д	2005A	81-1/8	71	71-3/16	38-1/2	2*	8	64-1/16	12-5/8	8	73-1/8	8-3/16	6-1/4	1461	18	17	
	2505	68-3/16	65	64-13/16	21-1/8	2-1/2	10	7-5/16	18-1/2	10	70	-	-	2656	12**	15**	
	3005	73-3/16	70	69-13/16	26-1/8	2-1/2	10	7-5/16	23-1/2	10	65	-	-	2775	15**	16**	
	3505	78-3/16	75	74-13/16	31-1/8	2-1/2	10	7-5/16	28-1/2	12	60	-	-	2925	17**	16**	
	4005	83-3/16	80	79-13/16	30-7/8	2-1/2	12	7-5/16	29-1/4	12	55	-	-	3058	20**	24**	

<sup>\*</sup>For propane gas, 1-1/4 NPT. †Separate wiring connection required for pumps. \*\* At 240VAC.

ΔΗΙ	RI Ce	rtifi	ed

Not AHRI Certified				_		-						
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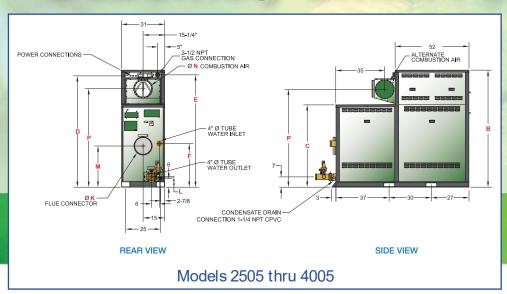
	Madal	MBTUH	Во	iler	MBTUH	Water I	Heaters	Minimum	
H	Model	Input	Output	Efficiency	Input	Output	Efficiency	Input	
MBT	1005A	999	959	96%	999	969	97%	140	
≥	1505A	1500	1440	96%	1500	1455	97%	210	
	2005A	1999	1919	96%	1999	1939	97%	280	
	2505	2501	2401	96%	2501	2426	97%	200	
	3005	3000	2880	96%	3000	2910	97%	240	
	3505	3500	3360	96%	3500	3395	97%	280	
	4005	4000	3840	96%	4000	3880	97%	560	

Heat Sid		From Combustible Surfaces (min.)	For Service (recommended)
Floor*		0	N/A
Rear		12	36
Right Side		1	24
Left Side		1	1
Front		24	24
Тор	Indoor	0	10
	Outdoor	Unobstructed	Unobstructed
Vent Stack	Indoor	1	N/A
Vent Cap	Outdoor	12	12

	Water Heater Power Requirements										
XTherm Model	Sc	oft	Med	lium	На	External					
Wiodei	Heater	Pumps	Heater	Pumps	Heater	Pumps	Injector Pump				
1005A	12	10	12	10	12	14	-				
1505A	12	10	12	14	12	17	-				
2005A	18	17	18	17	N/A	N/A	-				
2505**	12	8	12	8	12	8	7				
3005**	15	8	15	16	15	16	8				
3505**	17	8	17	16	17	16	8				
4005**	20	16	20	16	20	16	8				

\*Do not install on carpeting Note: Local codes may require increased clearances

## Xtremely Small Footprint





Indoor configuration shown above.

	XTherm Model							Recover	y Rates						
ᆂ		Temperature Rise (°F)													
E WH	Woder	20	30	40	50	60	70	80	90	100	110	120	130	140	150
ΓΥPE	1005A	5873	3915	2936	2349	1958	1678	1468	1305	1175	1068	979	904	839	783
_	1505A	8818	5879	4409	3527	2939	2519	2205	1960	1764	1603	1470	1357	1260	1176
	2005A	11752	7834	5876	4701	3917	3358	2938	2611	2350	2137	1959	1808	1679	1567
	2505	14703	9802	7351	5881	4901	4201	3676	3267	2941	2673	2450	2262	2100	1960
	3005	17636	11758	8818	7055	5879	5039	4409	3919	3527	3207	2939	2713	2519	2352
	3505	20576	13717	10288	8230	6859	5879	5144	4572	4115	3741	3429	3166	2939	2743
	4005	23515	15677	11758	9406	7838	6719	5879	5226	4703	4275	3919	3618	3359	3135



## Xtreme Pumping



## **Cold Water Run System**

The XTherm 1005A-2005A come standard with a state-of-the-art Cold Water Run system factory mounted and plumbed. Raypak's Cold Water Run system provides constant protection against condensation in the non-condensing heat exchanger. The system utilizes one or two variable speed pumps, depending on model size and type, to inject just the right amount of water from the main system loop into the heater to maintain the optimum inlet temperature. This allows the full capacity of the heater to be utilized to meet the system load, while at the same time continuously maintaining the optimum inlet water temperature to prevent condensation in the non-condensing heat exchanger. For models using the twin pump design, each pump acts independently giving the heater up to a 10:1 flow turndown. All of this keeps the condensate where it belongs, in the stainless steel condensing heat exchanger.

## VERSA IC®



## **VERSA IC® Boiler Control and On-Board Diagnostic Center**

VERSA IC® merges safety, ignition and temperature control, outdoor reset and freeze protection, plus system monitoring, alarm and diagnostics, and BMS transmission all in one Integrated Control Platform. Easy front access to read, set up and trouble shoot on a 7" color touch screen. The entire package is CSA certified, and listed for each individual function.

Inlet and outlet sensors factory installed in boiler. Remote sensor for system included. BMS all point diagnostics transmission port. 0-10V DC set point input standard. Also can drive and monitor external motorized auxiliaries such as extractors and louvers. Additional connections for auxiliary functions such as indirect DHW, and dry contact remote alarm relay are provided.





## Xtreme Control

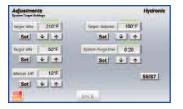
## Raypak Leadership in Boiler Management

The modulating VERSA IC® fully integrates temperature control, ignition, safety, temperature safety and individual fault monitoring as well as the internal cold water protection for the non-condensing exchanger for complete boiler control. A Modbus communications port is standard for continuous monitoring, trending, and troubleshooting.











## **Diagnostic Information**

## Control Faults

- Low 24VAC
- Control Setup
- ID Card Fail
- Device Lost
- Device Error
- PIM Error

## Ignition Control Faults

- Ignition Lockout
- False Flame
- Ignition Failure
- Low HSI Current
- Blower Speed

## Safety Faults

- Sensor Failure 6
- Condensate Full
- Vent Temp (PVC and Poly)
- Vent Block
- Manual Limit
- Auto Limit
- Water Flow
- Delta T Fault
- Low Water
- Low Gas
- High Gas
- Extra 1
- Options
- Mix Lock

## **Optional Gateways**

- Cascade up to 4 boilers
- All faults and interlocks monitored and reported in real English
- Building Management System integration via optional gateways:
  - BAOnet MS/TP, BAOnet IP, N2 Metasys or Modbus TOP
  - LonWorks



BACnet®, Metasys® Modbus®

gateway module (optional)



LonWorks® gateway module (optional)

## Xtremely Easy to Wire

## **Xtremely Easy to Wire Front Control Plugs For System Connections**

XTherm has a front mounted wiring center with plug connections for all low voltage control systems and sensor connections. The VERSA IC® will allow cascading of up to four boilers, or DHW direct system, or if required a priority based indirect DHW system. If additional boilers are needed it may be linked through its Modbus port to Raypak's Temp Tracker Mod+ Hybrid Master Control, to sequence up to 10 boilers, Also accepts 0-10VDC from BMS.

## **High Voltage Wiring Center**

The XTherm high voltage wiring center is located on the rear of the boiler. All incoming line voltage and pump wiring are contained away from the 24v control wiring. Wiring the boiler is simple and straight forward.



High Voltage Wiring Center (rear of boiler)

## Xtreme Firing Rates









## Cascade up to 4 Boilers

## Deliver up to 14 Million BTU at a 50:1 turndown rate! Or 16MMBTU at 28:1

The XTherm comes standard with a built-in Cascading Boiler Control. No other controls to buy, just daisy chain the units together with 2 wire shielded cable (not supplied) that connect to the front mounted low voltage wiring board. Designate a Cascade Master Boiler and set all the other boilers as Followers. It's that simple! The XTherm has built-in equal run-time rotation. This allows rotation of the starting boiler so all boilers in the system remain active and the run times remain equal on each unit.



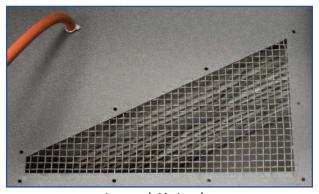
## Xtreme Versatility

## Can be installed indoor or outdoors!









## 1. High Voltage Wiring Box

120VAC (1005A-2005A) and 240VAC (2505-4005) connections.

## 2. Removable Air Filter

Easy access and easily removable for inspection and replacement. High capacity filter is rated MERV 8.

### 3. Direct Vent Capability

Every XTherm is direct vent capable. By removing the air intake rear cover and screen, then installing the internal air plenum plug, your XTherm is ready for direct vent.

## 3a. Outdoor Cover

The outdoor intake air cover is standard. The combustion is drawn from inside the heater through the screened plenum openings. *See photo above right*.

\* Models 1005A-2005A only

## 4. Gas Inlet

The XTherm will operate at 100% full rate with gas pressures as low as 4.0" w.c.

## 5. Water Outlet

### 6. Water Inlet

The XTherm can accept as low as 50°F continuous inlet water temperature without damage to the non-condensing heat exchanger.

## 7. Access Panel to Cold Run Pumps

Easily removable access panel even when unit is plumbed in place. Provides full access to inspect and service the Cold Run Pump system and condensate drain switch.

## Internal Air Intake

## 8. Rue Outlet

The stainless steel flue outlet is compatible with CAT IV stainless steel. For a dramatic cost reduction over Category IV stainless steel, PVC or CPVC vent material may be used in conjunction with the D-32\* vent option. Also available with optional D-33\* Polypropylene vent material.

### 9. Condensate Drain

PVC connection for condensate removal. Raypak offers condensate treatment kits (option Z-12) that can be plumbed between the heater and the drain.

	Raupak  A Rheerif Company  ULTRA HIGH EFFICIENCY		Water Heaters (Type WH)	Boilers (Type H)
	ASME, National Board Registered, 160 PSI Non Condensing Heat Exchanger	HLW Stamp     H Stamp	N/A	N/A
띪	Heat Exchanger Tubes (Non Condensing)	Copper     Cupro Nickel	• •	• •
	Bronze Headers Cast Iron Headers		N/A	0
χĊ	Stainless Steel Condensing Heat Exchanger Pressure Relief Valve	U Stamp  60 PSI	•	•
	(mounted on outlet)	• 60 PSI • 125 PSI • 30, 45, 75, 150 PSI	•	
Ī	Temperature & Pressure Gauge		•	•
	Pump	<ul><li>120V, Single-Phase on 1005A-2005A</li><li>240V, Single-Phase on 2505-4005</li></ul>	•	•
	Indoor/Outdoor Construction		•	•
CKET	Vent Terminal	<ul><li>Outdoor</li><li>Through-the-Wall</li></ul>	0	0
	Fully-Enclosed Controls		•	
	Combustible Floor Rated			•
	120VAC Power Supply (1005A-2005A); 240VAC	1Ø Power Supply (2505-4005)	•	•
	On/Off Switch Programmable Pump Time Delay, Single-Phase	Included in		
<u>S</u>	Terminal Block Connections	Enable / Disable		
	(Front mounted)	External Interlocks		
8		0-10 VDC Setpoint/Direct Drive Input dry conta	acts •	
OPERATING	Color Touchscreen		•	•
₽ Z	Status Display Lights (4)		•	
	Temperature Controller with 3 Water Sensors	VERSA IC (Up to 12.5:1 Turndown)     Outdoor Reset Sensor	N/A	• •
	Multiple Boiler Controller	<ul><li>VERSA IC , up to 4 boilers</li><li>TempTracker Mod+, up to 16 boilers</li></ul>	<u> </u>	<u> </u>
	Hot Surface Ignition System	• 1-try • 3-try	0	0
<b>10</b>	High/Low Gas Pressure Switches (HGPS Standard		0	0
TIES	Blocked Vent and Air Pressure Switches		•	
SAFETII	High Limit Switch	Manual Reset, Fixed     Manual Reset, Adjustable     Automotic Reset Adjustable	0	0
	Low Water Cut-Off, 24V	Automatic Reset, Adjustable     With Manual Reset and Test Buttons		
	Flow Switch	With Manadi Neset and Test Battons	•	•
	Modulating Combination Gas Valve		•	
	Combustion Air Blower	Maria I.C. a. II. a. IV.		
GAS.	Additional Safety Valve	<ul><li>Motorized (externally mounted)</li><li>Solenoid (externally mounted)</li></ul>	0	0
	CSA-Certified Efficiency	<ul><li>Up to 96% at Full Fire</li><li>Up to 97% at Full Fire</li></ul>	N/A	N/A
~	Air Filter		•	
	TruSeal Direct-Vent Ready			
0	Alarm System CSD-1 / GE GAP Control System			<u> </u>
			\ /	\ /
	Low NOx	Certified Less than 20ppm (1005A-2005A)	•	•













