

## TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and \_\_\_\_\_

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

**For**

## 170702 Indoor Air Quality Equipment and Services

## General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

## Definitions

**PURCHASE ORDER** is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

## 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" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

## Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

## Customer Support

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

## Agreements

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

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

## Tax exempt status

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

## Assignments of Agreements

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

## Disclosures

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

## Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE 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 OR EXECUTED AGREEMENT 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 AS TO THE AUTOMATIC RENEWAL CLAUSE.

## Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and





## Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this 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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

## State of Texas Franchise Tax

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

## Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

### Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order form a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

## Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

## TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at [tipspo@tips-usa.com](mailto: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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

## Supplemental Agreements

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

**INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:**

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

## Licenses

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

## Novation

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

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

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

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

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

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

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

## Smoking

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

## Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

## Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. 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 and approval of which, shall not be unreasonably withheld by TIPS.

## Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

## Legal obligations

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

## Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. Tips shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

## Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the

inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

## Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Incorporation of Solicitation

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

See next page

## Special Terms and Conditions

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

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1<sup>st</sup> of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

**Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.**

**Page 11 of 11 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 170702 Indoor Air Quality Equipment and Services

Company Name Building Health Check, LLC

Address 4911 Creekside Dr, Suite C

City Clearwater State FL Zip 33760

Phone 727-572-4550 Fax 727-572-5859

Email of Authorized Representative awozniak@indoorairtest.com

Name of Authorized Representative Alan Wozniak

Title President

Signature of Authorized Representative 

Date 8-11-17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 David Wayne Fitts

Date 9-24-17

# The Interlocal Purchasing System (TIPS Cooperative)

## Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170702	Department		Floor/Room
Title	Indoor Air Quality Equipment and Services	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	7/6/2017 08:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	8/25/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

### Supplier Information

Company Building Health Check, LLC  
Address 4911 Creekside Drive  
Suite C  
Clearwater, FL 33760  
Contact Alan Wozniak  
Department  
Building  
Floor/Room  
Telephone (800) 422-7873  
Fax  
Email awozniak@buildinghealthcheck.com  
Submitted 8/25/2017 11:45:36 AM (CT)  
Total \$0.00

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

Signature Alan Wozniak

Email awozniak@pureaircontrols.com

### Supplier Notes

### Bid Notes

### Bid Activities

### Bid Messages



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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	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)	
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.)	Building Health Check, LLC manufactures indoor air quality test kits for residential, commercial, and government facilities; from schools to hospitals and agencies nationwide. We have more than 30 years of experience in indoor air quality evaluation testing and our test kits were developed by a team of scientists at Building Health Check/EDLab.
6	Primary Contact Name	Primary Contact Name	Alan Wozniak
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	awozniak@indoorairtest.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7275724550
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7275725859
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Cyndy Bailey
13	Secondary Contact Title	Secondary Contact Title	Business Operations Manager
14	Secondary Contact Email	Secondary Contact Email	cmbailey@indoorairtest.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7275724550
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7275725859

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Karen Wozniak
19	Admin Fee Contact Email	Admin Fee Contact Email	kwozniak@pureaircontrols.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7275724550
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jo Ann Phifer
22	Purchase Order Contact Email	Purchase Order Contact Email	sales@indoorairtest.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7275724550
24	Company Website	Company Website (Format - www.company.com)	www.buildinghealthcheck.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-0263994
26	Primary Address	Primary Address	4911 Creekside Dr, Suite C
27	Primary Address City	Primary Address City	Clearwater
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	FL
29	Primary Address Zip	Primary Address Zip	33760
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	indoor air test, mold, allergen, do it yourself, fiberglass, formaldehyde, lead
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	No
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Clearwater
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Florida

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	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 RFP document), website, store or shelf pricing? This 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%.	2%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes

44	Start Time	Average start time after receipt of customer order is ____ working days?	3
45	Years Experience	Company years experience in this category?	30
46	Resellers:	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, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	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.	(No Response Required)
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  Do you have any conflicts under this statutory requirement?	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	

- |    |  |   |                        |
|----|--|---|------------------------|
| 52 | 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                    |
| 53 | Regulatory Standing  | Regulatory Standing explanation of no answer on previous question.  |                        |
| 54 | Antitrust Certification Statements (Tex. Government Code § 2155.005) | <p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(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;</p> <p>(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. &amp; Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(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.</p> | (No Response Required) |

1. By agreeing to the Attribute question #56, 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.

56 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.  
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto: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.

- |    |  |   |                        |
|----|--|---|------------------------|
| 58 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p>   | (No Response Required) |
| 59 | 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p>   | Yes                    |
| 60 | 2 CFR PART 200 Termination                     | <p>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)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes                    |



61	2 CFR PART 200 Clean Air Act	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
63	2 CFR PART 200 Federal Rule	Yes

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?

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?

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

64	2 CFR PART 200 Procurement of Recovered Materials	<p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
65	Indemnification	<p>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."</p> <p>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?</p>	Yes

66	Remedies	<p>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 must 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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Remedies Explanation of No Answer		
68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
69	Jurisdiction and Service of Process	<p>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 clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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

- |    |   |  |              |
|----|---|--|--------------|
| 70 | Alternative Dispute Resolution                          | <p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p> | Yes, I Agree |
| 71 | Alternative Dispute Resolution Explanation of No Answer |  |              |
| 72 | Infringement(s)   | <p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>  | Yes, I Agree |
| 73 | Infringement(s) Explanation of No Answer                |  |              |
| 74 | Acts or Omissions                                       | <p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>  | Yes, I Agree |
| 75 | Acts or Omissions Explanation of No Answer              |  |              |
| 76 | Contract Governance                                     | <p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>  | Yes          |

77 Payment Terms and Funding Out Clause

Payment Terms: Yes  
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?

78 Insurance and Fingerprint Requirements Information

Insurance (No Response Required)  
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.  
Fingerprint  
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>  
If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and  
(2) has or will have direct contact with students  
Then you have "covered" employees for purposes of completing the attached form.  
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.  
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- |    |  |   |
|----|--|---|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>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.</p> <p>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.</p> <p>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.</p> |
| 82 | Agreement Deviation/Compliance                 | <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p style="text-align: right;">Yes</p>   |
| 83 | Agreement Exceptions/Deviations Explanation    | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>   |

Line Items		
Response Total:		\$0.00



## REFERENCES

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

You may provide more than three (3) references.

[illegible]

Resellers - Dealers					
Reseller/Dealer Name	Address	City	State	Zip	Contact Name
Modern Alchemy	248 Mount Shannon	Ottawa	Ontario		K2J4N5 Robert Mayr
All Filters	795 W 1700 S, Ste 1	Salt Lake City	UT		84104 Shu Saito
Allergy Buyers Club	140 Wood Rd, Ste 200	Braintree	MA		2184 Tony Riley
AMI Services	5528 W Paprika Loop	Homosassa	FL		34448 Tom O Connor
W W Grainger	MW-H11	Palatine	IL		60038 Justin Curciarello
Hopemaru Enterprises	992 Davidson Dr, Ste 102	Nashville	TN		37205 Doug Hopeman
Murphy Enterprises of AL	717 77th Place	Birmingham	AL		35206 Rex Murphy
Sylvane	1495 Hembree Rd, Ste 40	Roswell	GA		30076 Zach Hodges
Alen Corp	2929 Longhorn Blvd, Ste 1	Austin	TX		78758 James Limuco
Dr. Mercola Premium Pro	3200 W Higgins Rd	Hoffman Estates	IL		60169 Matthew Opela
Test Country	10123 Carroll Canyon Rd	San Diego	CA		92131 Heng Sun

Contact Email	Contact Phone	Contact Fax	Company Website
<a href="mailto:modernalchemyair@symp">modernalchemyair@symp</a>	(613) 894-0331		<a href="http://www.modernalchemyair.com">www.modernalchemyair.com</a>
<a href="mailto:contact@allfilters.com">contact@allfilters.com</a>	(801) 953-0070		<a href="http://www.allfilters.com">www.allfilters.com</a>
<a href="mailto:triley@aerusononline.com">triley@aerusononline.com</a>	(781) 419-5500		<a href="http://www.allergybuyersclub.com">www.allergybuyersclub.com</a>
<a href="mailto:tom@amiservices.us">tom@amiservices.us</a>	(352) 503-9423		<a href="http://www.amiservices.com">www.amiservices.com</a>
<a href="mailto:justin.curciarello@grainger.com">justin.curciarello@grainger.com</a>	(847) 535-9085	(847) 647-3163	<a href="http://www.grainger.com">www.grainger.com</a>
<a href="mailto:artificialplants@gmail.com">artificialplants@gmail.com</a>	(508) 318-6382	(888) 532-0231	<a href="http://www.artificialplantsandtrees.com">www.artificialplantsandtrees.com</a>
<a href="mailto:rexmurphy773@gmail.com">rexmurphy773@gmail.com</a>	(205) 586-0644	(205) 836-2138	<a href="http://www.airpurifiersandcleaners.com">www.airpurifiersandcleaners.com</a>
<a href="mailto:zachh@sylvane.com">zachh@sylvane.com</a>	(800) 934-9194		<a href="http://www.sylvane.com">www.sylvane.com</a>
<a href="mailto:service@alencorp.com">service@alencorp.com</a>	(512) 600-6929	(512) 233-2942	<a href="http://www.alencorp.com">www.alencorp.com</a>
<a href="mailto:matthewo@mercola.com">matthewo@mercola.com</a>	(847) 252-4325	(847) 285-3448	<a href="http://www.mercola.com">www.mercola.com</a>
<a href="mailto:purchasing@testcountry.com">purchasing@testcountry.com</a>	(800) 908-5603		<a href="http://www.testcountry.com">www.testcountry.com</a>

## RFP 170702 Indoor Air Quality Equipment and Services

### Certification Regarding Lobbying

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

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

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

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

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

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

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Name/Address of Organization

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Name/Title of Submitting Official



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Signature

---

Date

## FELONY CONVICTION NOTICE

### FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

### **Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Alan Wozniak  
**Print Authorized Company Official's Name**

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

**Signature of Authorized Company Official:** \_\_\_\_\_

**OR**

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

**Signature of Authorized Company Official:** 

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

**Signature of Authorized Company Official:** \_\_\_\_\_

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

- 1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

**YES or NO** <sup>XXX</sup>

- 2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

**YES or NO**

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.

Company Name \_\_\_\_\_

Print name of authorized representative \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ 

Date \_\_\_ 8-23-17 \_\_\_\_\_

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT  
IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT  
OF SUBMITTED MATERIALS.

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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

\_\_\_\_ Building Health Check, LLC \_\_\_\_\_ Name of company expressly waiving confidential status of material

\_\_\_\_ Alan Wozniak, President



\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

\_\_\_\_ 4911 Creekside Drive, Clearwater, FL 33760

\_\_\_\_ Address City State ZIP Phone



#### IAQ Advisory Board

- **Alan L. Wozniak, CIAQP**  
President/CEO
- **Rajiv Sahay, Ph.D.**  
EDLab Director
- **Francisco T. Aquirre**  
Director of Building Sciences  
Certified St. Lic. Class A
- **Cynthia M. Bailey**  
Business Operations Manager

## Return and Privacy Policy

Our goal is that you are satisfied with your purchase.

If for any reason you are not satisfied simply return your purchase in its original package, with your original packing slip within 30 days of your purchase. If you would prefer to speak with Customer Service before deciding to return your purchase, please call 1-800-422-7873, 9 AM to 5 PM (EST) Monday through Friday.

If you change your mind and wish to return your purchase, within 30 days of purchase, we will be happy to accept your return. Certain products are not returnable, such as an opened test kit box.

We will credit your purchase, less shipping and handling. All returns will carry a restocking fee of 25%. All returns must be in like new condition, in original packaging, with instructions and accessories; items returned in less than new condition such as a broken seal will not receive a refund. All sales are final after 30 days.

#### **Evalu-Airê 2000, 4000, or 5000 purchase(s):**

Please note that you will receive, on loan, a mini pump in the Test Kit. In the event the mini-pump is not returned to PACS (lost, stolen, damaged, etc.) a charge of \$36.00 will be applied to your credit card or purchase order.

The Evalu-Airê Kit Report is a preliminary screening for potential environmental issues. A more comprehensive study may be recommended as a result of the Evalu-Airê Lab Results.

#### **PRODUCT ORDER CANCELLATIONS**

If you have placed an order and would like to cancel it for any reason, please contact us immediately by calling 1-800-422-7873. We will do everything we can to stop your order from shipping, however we cannot guarantee this. If we cannot stop your order from shipping you will be responsible for all shipping and handling charges both shipping to you and return shipping back to us.

*"Indoor Air Quality Test Kit Experts"*

#### **Corporate Office**

4911 Creekside Drive • Suite C • Clearwater, FL 33760 • (727) 572-4550 • Toll Free: 1-800-422-7873 • Fax: (727) 572-5859  
E-mail: [info@indoorairtest.com](mailto:info@indoorairtest.com) • Web Site: [www.indoorairtest.com](http://www.indoorairtest.com)



# DO-IT-YOURSELF INDOOR AIR QUALITY MADE EASY



[INDOORAIRTEST.COM](http://INDOORAIRTEST.COM)

1-800-422-7873



# INTRODUCTION

## About Indoor Air Quality (IAQ)

Indoor environmental screening of the home or work environment is important for individuals with allergies, chronic sinusitis, rhinitis, emphysema, asthma, atopic dermatitis, immune deficiencies, etc. In keeping with the National Heart, Lung and Blood Institute (NHLBI) 1997 recommendations, it is desirable to identify and remove common allergens and modify the home or office to reduce the level of ubiquitous (common) allergens. The quality of the indoor environment has become a major concern due to health implications, heightened public awareness, economic and legal implications.

The World Health Organization (WHO) estimates that greater than one building in four has indoor air quality (IAQ) problems. This number is significant when you consider that across the country, more and more indoor air quality regulations and standards are being developed and enforced.

Building owners, managers, and other professionals in the building industry are responsible for providing a healthy and safe workplace or learning environments for patrons they serve. Before one can remove allergens and/or pollutants effectively, it is essential to understand if they exist and in what quantity. Now there's an easy, do-it-yourself way to check for indoor air contaminants. The IAQ Screen Check and Eval-Aire product lines!

## About the Manufacturer

In response to this escalating concern, Building Healthcheck, LLC a trusted leader in IAQ has developed a series of do-it-yourself (DIY) IAQ screen checks designed to identify indoor pollutants.

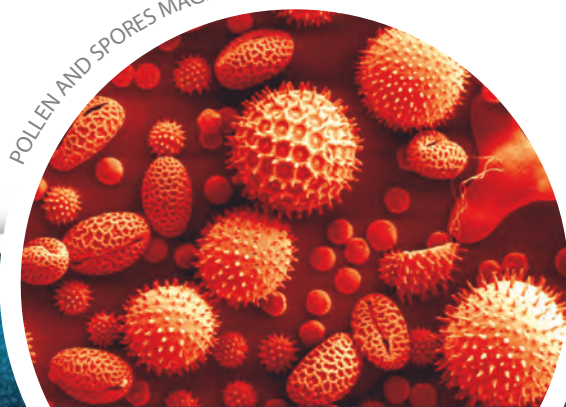
Building Health Check is a professional interdisciplinary indoor air quality environmental firm with over 500 million square feet of indoor air quality experience. They are staffed with professional scientists, microbiologists, industrial hygienists that are fully trained for indoor environmental screen testing utilizing effective sampling techniques, protocols, and HVAC assessments.

## About The Lab

The Environmental Diagnostics Laboratory (EDLab) provides scientific support and analysis of the test methods employed.



POLLEN AND SPORES MAGNIFIED





# TABLE OF CONTENTS

## 1 Allergen & Mold Tests

Check for the presence of mold, pollen dust mites, cat, cockroach, rodent, dog, skin cells, insect parts, fibers, fiberglass, etc.

- Allergen Screen Check (ASC)
- Mold Screen Check (MSC)
- Fiberglass Screen Check Kit (FSC)
- Tricothecene Mycotoxin Screen Check (MTSC)
- House Dust Allergen Test (HDAT)
- Dust Mite Screen Check Kit (DMSC)

## 4 Fungi & Bacteria Tests

Check for presence of bacteria, microbacterium, micrococcus, staphylococcus

- Fungal Culture Screen Check (FCSC)
- Bacteria Screen Check (BSC)
- Staphylococcus Screen Check (SSC)
- Legionella Screen Check (LSC)

## 6 Chemical Tests

Check for the presence of Formaldehyde, Organic Vapor, Lead, Radon

- Formaldehyde Screen Check Kit (FOSC)
- Lead Check (LC)
- Organic Vapor Screen Check Kit (OVSC)
- Radon Screen Check (RSC)

## 7 Quick Mold Check

Check for the presence of toxic mold on location, in minutes.

- FAST Screen Check (FST-A)

## 8 Ambient Air Testing

Evalue-Aire™ checks ambient and surface for molds, pollen, fiberglass, insect parts, formaldehyde, chemicals and other containments

- Evalu-Aire™ Ambient Air + Surface, VOC and Chemical Sampling
- Commercial Evalu-Aire™ hardware.

## 13 HALOSIL

By using the Halo Disinfection System®, the first whole room fogging system approved by the EPA, a large urban teaching hospital reduced their C. diff infection rate by 66% at a surprisingly affordable cost per treated room.

## 14 AERA MAX Air Purifiers

Commercial air purifier cleans the air of common areas such as waiting rooms, restrooms, and other large spaces with high concentrations of contaminants Cleans the air of 100s of square feet spaces







### Allergen Screen Check

The Allergen Screen Check is designed to provide detailed concentration levels of multiple types of pollutants that can be found on strategic surface locations in the home or workplace. This kit utilizes the Bio-Scan400 surface sample collection device for hassle free and accurate use.

- Lab analysis and report are included in the cost of this test kit
- Lab report details the levels and presence of the pollutant
- Lab report details the average levels of the pollutant vs those found
- Measured in Counts/cm<sup>2</sup>

Your lab report is generated and emailed to you within 3-5 business days after receipt of your sample.

### Mold Screen Check

Indoor mold can become problematic. Seeing discoloration, black spots, fuzzy growths, water stains or smelling a musty odor are indicators of mold-growth; though it cannot always be seen. Often times it is inside of walls or out-of-sight places contaminating the ambient air and settling on surfaces.

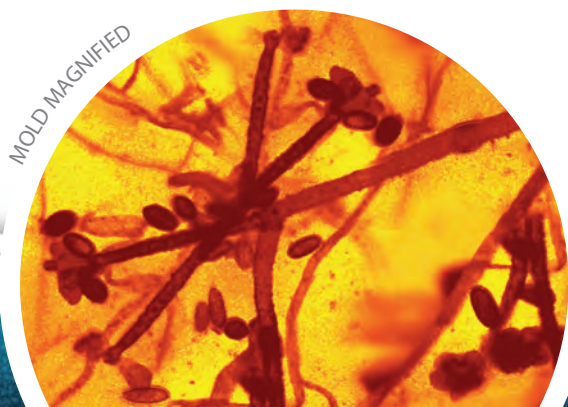
Test your home or workplace for the presence of mold, both allergenic and toxic in nature. This kit utilizes the Bio-Scan400 surface sample collection device for hassle free and accurate use.

- Lab analysis & report are included in the cost of this test kit
- Lab report details the levels and presence of the mold/fungi
- Lab report details the average levels of the pollutant vs those found
- Measured in Counts/cm<sup>2</sup>

Your lab report is generated and emailed to you within 3-5 business days after receipt of your sample.



MOLD MAGNIFIED







### Fiberglass Screen Check

Fiberglass is commonly used in insulating homes and other buildings, but it is also a known irritant and class 5 carcinogen. Evaluate the presence and concentration level of fiberglass and other synthetic fibers with this kit.

- **Lab analysis & report are included in the cost of this kit**
- **Lab report details the levels & presence of fiberglass fibers**
- **Measured in Counts/cm<sup>2</sup>**

Your lab report is generated and emailed to you within 3-5 business days after receipt of your sample.

#### DID YOU KNOW:

The World Health Organization (WHO) estimates that greater than one building in four has indoor air quality (IAQ) problems. This number is significant when you consider that across the country, more and more indoor air quality regulations and standards are being developed and enforced.



### Mycotoxin Screen Check

Mycotoxins are toxic chemicals produced by certain fungi. Through ingestion, contact or inhalation they are capable of adversely affecting health and may disrupt essential metabolic cellular processes. Some mycotoxin are potent carcinogens, some are vasoactive, and some penetrate the blood-brain barrier to cause Central Nervous System (CNS) effect. Knowing the extent of mycotoxin contamination is essential to take action in reducing exposure to such toxins and their effects.

- **Lab analysis & report are included in the cost of this kit**
- **Lab report details the levels & presence of mycotoxin (Trichothecenes)**
- **ELISA based technique (Limit of Detection is 0.14 ppb)**
- **Measured in Parts Per Billion (ppb)**

Your lab report is generated and emailed to you within 10-15 business days after receipt of your sample.





### House Dust Screen Check

An essential step for allergen-avoidance is the assessment of contaminants in settled dust. Discover the nature, type and contents and use this essential information to take allergen-reducing measures, in addition to managing the indoor environment from a health and hygiene point of view.

- Analysis of Cat Feld1, Cockroach Blg, Dog Conf, Dust mite der p1, der p2
- Lab analysis & report are included in the cost of this kit
- Lab report details the levels & presence of common house dust allergens
- Lab report details the average levels of allergens found vs. guideline
- Analysis utilizes MARIA™ technology
- Results measured in terms of micrograms of allergen per gram of dust ( $\mu\text{g}$ )

Your lab report is generated and emailed to you within 10-14 business days after receipt of your sample.

### Bed Bugs Test kit

BBSC (Bed Bug Screen Check), an all-new bed bug detection device designed specifically for monitoring bed bugs on a large or small scale - as a part of an inspection and prevention strategy.

- Identifies Bed Bugs
- Quick and Easy to Use (See Description Below)
- Includes Collection Device for 3 locations
- (1) Fold and tear along perforations to separate sheet into three monitors
- (2) Peel off inner release liner
- (3) Fold along center perforation
- (4) Gently press so that top adheres to bottom – do not squeeze hard
- (5) Remove outer release liner and place in desired location
- (6) Inspect (details to follow)

The recommended protocol for monitoring bedbug activity in a typical room consists of strategically placing a BBSC monitors in and around areas that people frequent, such as beds, couches, upholstered furniture, and other key areas.



### Dust Mite Screen Check

Dust Mites are reported as one of the prevalent indoor allergens. Dust Mite Screen Check kit provides the entire collection tool for collecting the specimen from problem areas such as carpet, bedding or heavily dusty surfaces.

- Lab analysis & report are included in the cost of this kit
- Lab report details the levels of dust mite allergens
- Lab report details the normal, average levels of the pollutant vs. those found
- Results measured in terms of micrograms of allergen per gram of dust ( $\mu\text{g/gm}$ )

Your lab report is generated and emailed to you within 1-2 business days after receipt of your sample.







### Fungal Culture Screen Check

Molds are produced by certain fungi. They grow in the natural environment and tiny particles of molds can be found nearly everywhere both indoors and outdoors. Health and hygiene problems can occur when toxic or excessive levels occur. This kit utilizes the Bio-Vial surface sample collection device for hassle free and accurate use.

- Lab analysis & report are included in the cost of this kit
- Lab report details the 3 predominant fungi present
- Lab report details the normal, average levels of fungi vs. those found
- Fungi concentration provided in terms of Colony Forming Unit (CFU)

Your lab report is generated and emailed to you within 10-14 business days after receipt of your sample.

#### DID YOU KNOW:

The National Heart, Lung and Blood Institute (NHLBI) recommends to identify and remove common allergens and modify the home or office to reduce the level of ubiquitous (common) allergens.



### Bacteria Culture Screen Check

Microbacterium, Micrococcus, and Staphylococcus are examples of bacteria, which may be one of the main sources of indoor environmental contamination. It may cause severe health and hygiene problems to building occupants. This kit utilizes the Bio-Vial surface sample collection device for hassle free and accurate use.

- Lab analysis & report are included in the cost of this kit
- Lab report details the 3 predominant bacteria present
- Lab report details the normal, average levels of bacteria vs. those found
- Bacteria concentration provided in terms of Colony Forming Unit (CFU)

Your lab report is generated and emailed to you within 10-14 business days after receipt of your sample.





### Staph Screen Check

The Staph Screen Check is designed to identify the presence of Staphylococcus in the indoor environment. This kit utilizes the Bio-Vial sample collection device for hassle free and accurate use.

- Lab analysis & report are included in the cost of this kit
- Lab report details the presence of staphylococcus
- Staphylococcus concentration provided in terms of Colony Forming Unit (CFU)

Your lab report is generated and emailed to you within 7-10 business days after receipt of your sample.

### Legionella Screen Check

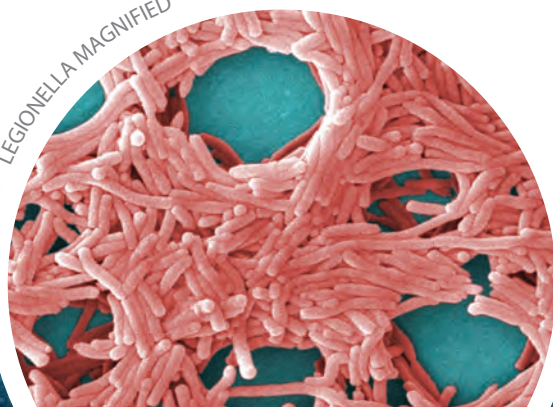
Legionella Screen Check – A Revolutionary Technique That Identifies Legionella from Water samples. Legionella species is the causative agent of the human Legionnaires' disease and the milder form, Pontiac fever. Legionella transmission is via aerosols — the inhalation of mist droplets containing the bacteria. Legionella Screen Check is your tool to collect samples for Legionella screening.

- Lab analysis and report are included in the cost of this test kit
- Lab report details the presence legionella
- Legionella concentration provided in terms of Colony Forming Unit (CFU)

Your lab report is generated and emailed to you within 14-21 business days after receipt of your sample.



LEGIONELLA MAGNIFIED







### Formaldehyde Screen Check

Found in wood products such as furniture and cabinetry, as well as fabric coatings in carpeting. Formaldehyde is toxic. Evaluate for the presence of formaldehyde in homes and commercial establishments such as hospitals, schools, hotels, airports, etc.

- Lab analysis & report are included in the cost of this kit
- Lab report details the presence & level of formaldehyde
- Utilizes the Bio-Badge sample collection method for maximum ease of use
- Detects levels as low as 0.002 parts per million (ppm)
- For areas up to 2800 square feet.

Your lab report is generated and emailed to you within 7-10 business days after receipt of your sample.

### DID YOU KNOW:

The quality of the indoor environment has become a major concern due to health implications, heightened public awareness, economic and legal implications



### Lead Screen Check

If it's RED there's LEAD. LeadCheck® is the only EPA recognized DIY lead kit available today. LeadCheck® instantly helps you determine if lead-safe practices are needed.

Easy to use, non-toxic and disposable LeadCheck® Swabs will work on any surface, instantly turning pink when lead is present. The entire test procedure can be performed anywhere in 30 seconds.

- On the spot results in 30 seconds
- Non-toxic
- Works on any surface







## Organic Vapor Screen Check

Identify up to **150** different chemicals can be found in common items like paints and coatings, cleaning products, and even items like vertical blinds. Evaluate the presence of Volatile Organic Compounds (VOC's) in homes and commercial establishments such as hospitals, schools, hotels, airports, etc.

- **Lab analysis & report are included in the cost of this kit**
- **Lab report details the average levels of up to 60 volatile organic compounds**
- **Utilizes the Bio-Badge sample collection method for maximum ease of use**
- **Detects levels as low as 0.002 parts per million (ppm)**
- **For areas up to 2800 square feet.**

Your lab report is generated and emailed to you within 7-10 business days after receipt of your sample.

## Radon Screen Check

Radon is an invisible, odorless and tasteless gas, with no immediate health symptoms, that comes from a breakdown of uranium inside the earth. Radon gas can seep into a home from the soil through dirt crawlspaces, cracks in the foundation and walls, floor drains, pipes and sump pumps. Radon can enter any home, old or new, even those with no visible cracks in the foundation or flooring. Measuring is the only way to know if its present. This simple test kit can reveal the amount of radon in any building.

- **Lab analysis & report are included in the cost of this kit**
- **Lab report details the average levels of radon present**
- **Utilizes the easy to use Bio-Canister method**
- **Simply unscrew the cap and expose for 2 - 4 days, replace cap and send to lab**
- **Note: Not Available in New Jersey**

Your lab report is generated and emailed to you within 4-6 business days after receipt of your sample.



ARTIST'S REVISION OF RADON GAS

 The image is a circular inset showing an artist's rendition of radon gas. It depicts swirling, ethereal, light-colored smoke or vapor against a dark background, suggesting the invisible nature of the gas.



NOW INTRODUCING:

**evalu·aire**

INDOOR AIR CONTAMINANT TESTING MADE EASY.



## FAST Screen Check

Aspergillus and Stachybotrys are listed as potentially toxic molds that are found in the home or work place. FAST Screen Check is a do it yourself way to detect Aspergillus and Stachybotrys without sending the sample into the laboratory. This kit comes with a bonus Bio-Scan400 that can be used as an additional sample collection for laboratory identification which will provide identification and concentration levels.

- On the spot results
- Lab analysis & report available for an additional cost
- Lab report detailing normal, manageable levels of the pollutant vs. those found (Optional upgrade)
- Measured in Counts/cm<sup>2</sup> (Optional upgrade)

Your lab report is generated and emailed to you within 3-5 business days after receipt of your sample (with use of the bonus Bio-Scan400 at an additional cost).

## DID YOU KNOW:

Indoor air can be more seriously polluted than outdoor air, even in the largest and most industrialized cities. People spend about 90% of their time indoors, so for many, health risks may be greater due to exposure to indoor air pollution. (Source: U.S. Environmental Protection Agency)







## WHO SHOULD USE

- Homeowners
- Expectant Mothers
- Educators
- School and Plant Operators
- Industrial Hygienists
- Nurses
- Real Estate Professionals
- Insurance Claim Adjusters
- Physicians
- Occupational Health and Safety Professionals

*Much More  
On The  
WEB*



### Evalu-Aire Basic™

Is what you breathe making you sick?

We spend over 80% of our time indoors. Research shows it is common for indoor air to contain more pollution than outdoor air. These statistics are nothing to sneeze at especially when your family is affected. Evalu-Aire's easy-to-use design makes sampling the ambient air in your home a breeze. Use Evalu-Aire as the first step in helping to protect your family from airborne contaminants such as allergens, mold and other potentially harmful contaminants.

- **Lab analysis & report are included in the cost of this kit**
- **Lab report details the levels & presence of airborne pollutants/contaminants**
- **Lab report details the normal, average levels of the pollutants vs. those found**
- **Qualitative and Quantitative estimations**

Once EDLab receives your sample for analysis, your lab report will be generated and emailed within 7-10 business days.

\*mold spores/fungi/bacteria



### **Evalu-Aire™ - Commercial Kits**

Easy to use indoor air sampling kits designed with Facility Managers in mind.

Just order the Evalu-Aire that's right for your situation, collect samples of your air (easy instructions enclosed), and return the entire kit to Building Health Check. Within 7-10 days we will send a full AIHA Accredited Lab Analysis report that will tell you exactly what was in the air so you can take the necessary measures to protect your health and that of your associates.

#### **Evalu-Aire™ 2000 - Designed for testing a single (1) zone. Includes:**

- Aerobiology (air-o-cells) - cassettes - 3
- Surface Microscopy - slides - 2
- Mini-Pump – equipment
- Lab fees included
- Laboratory results with baseline comparison

#### **Evalu-Aire™ 4000 - Designed for testing up to two (2) zones. Includes:**

- Aerobiology (air-o-cells) - cassettes - 5
- Surface Microscopy - slides - 4
- Mini-Pump equipment
- Lab fees included
- Laboratory results with baseline comparison

#### **Evalu-Aire™ 5000 – Designed for testing up to five (5) zones. Includes:**

- Aerobiology (air-o-cells) - cassettes - 8
- Surface Microscopy - slides - 7
- Lab fees included
- Mini-Pump Equipment
- Laboratory results with baseline comparison



## Professional Products

### Evalu-Aire™ - For the IAQ Professional

Whether you are an environmental practitioner or considering owning your own IAQ equipment for multiple use, Evalu-Aire® is the right choice. The Evalu-Aire kits can be customized for your needs or you can choose from three (3) bundled kits.

As the industry leading sampling technology, Evalu-Aire™ will assist the IAQ professional to qualitatively and quantitatively sample for airborne, surface, and carpet contaminants such as mold, pollen, fiberglass, animal dander, and insect biodebris. All Evalu-Aire samples are processed at the state of the art Environmental Diagnostic Laboratory. Samples are professionally analyzed and identified by experienced Microbiologists, Mycologists, and Microscopists. Prompt laboratory turnaround times\* and professional IEQ reports are standard with this program.

### Advanced Technology

Evalu-Aire™ pump sampling technology is another key benefit of the kit. The quiet, durable, electric pump is easily transportable, allowing sampling in even the hard to reach job-sites. The multipurpose pump may be calibrated from 3 - 30 liters per minute (lpm) utilizing the attached rotometer. This versatility allows for on-site calibrations and the collection of viable or non-viable samples as well as dust allergen (carpet) and mold screen (AHU) samples. Simple...Yet Effective The Evalu-Aire is designed to minimize user error and sample contamination. It is cost effective and easy to use with rapid turn-around time for laboratory reports. Those responsible for the health of building occupants and the integrity of a building's mechanical systems will find the Evalu-Aire particularly useful. Being able to conduct a simple and cost-effective screen has been of tremendous assistance to facility managers. Comes complete with the following items, allowing you to offer environmental testing to your customers right away:

### Evalu-Aire™ Standard

- 1 - Mini Pump rated 5 liters per minute (lpm)
- 10 - Aerobiology (Micro 5): Fungal Elements, Pollen, Dust, Fiberglass, Insect Biodebris
- 10 - Surface Microscopy Bio-scan 400: Fungal Elements, Dust, Fiberglass, Pollen, Insect Biodebris
- Inner Wall Inspection Probe
- 5/5 - Surface Swab for Culturable Mold analysis & Dust Allergen Screen
- **Lab fees not included**

### Evalu-Aire™ Pro

- Heavy Duty Carry Case
- High volume pump
- Aerobiology cassettes (20)
- Surface Microscopy preparations (20)
- Dust Allergen Screen (20)
- AHU Screen (Millipore cassettes) (5)
- Telescopic Stand
- Digital Timer
- Vinyl Tubing
- **Lab fees not included**

### Evalu-Aire™ Pro Plus

- Heavy Duty Carry Case with wheels
- High volume pump
- Single Stage Bioaerosol Sampler
- Wall Moisture Meter
- Particle counter - .3 - .5 microns
- Aerobiology cassettes (20)
- Surface Microscopy preparations (20)
- Dust Allergen Screen (20)
- AHU Screen (Millipore cassettes) (5)
- Telescopic Stand
- Digital Timer
- Vinyl Tubing
- **Lab fees not included**



\*for microscopy samples only

### Evalu-Aire™ IAQ Custom Tool Boxes

Indoor air quality is a critical aspect of creating and maintaining safe and healthy school facilities. The Evalu-Aire™ IAQ School Tool Box was developed by the interdisciplinary scientists at Building Health Check™. It is a simple, inexpensive, and quantitative battery of indoor air quality tests designed to identify baseline IAQ conditions of schools. Many industry professionals and consumers world-wide have used Evalu-Aire® products to evaluate indoor air pollutant levels, screen complaint areas, and determine baseline IAQ levels.

### IAQ School Box (EASB) and IAQ Tool Box for Contractors (EATBC) Include:

- Surface Microscopy (Bio-Scan) – 10 ea.
- Aerobiology (air-o-cells) – cassettes – 10 ea.
- Hand-held mini pump and charger – 1 ea.
- Chain of Custody (C.O.C) – 10 ea.
- Case



Call For Pricing



# The Halo Disinfection System®

Please call for pricing.

## A Powerful Portfolio of Products for Your Unique Needs

Now you can arm every member of your infection prevention team with an affordable and effective environment protection solution. Treat any room in your facility with a system proven to kill disease-causing pathogens, including the most difficult to kill, C. diff spores.

The Halo Disinfection System includes the choice of two proprietary hydrogen peroxide-based disinfectants, each created to provide effective results against today's disinfection challenges. Both healthcare-grade products are EPA-approved for use on hard, pre-cleaned, non-porous, non-food surfaces, and are bleach and PAA free. HaloMist™, is the first ever EPA-validated disinfectant fogging solution proven to kill 99.9999% of C. diff spores and is approved for whole-room disinfection. HaloSpray™ Multi-Purpose Surface Disinfectant is a broad-spectrum formula perfect for spot disinfection of surfaces that need to be sprayed or wiped, or used for adjunct fogging treatments.

The Halo Disinfection System also includes the HaloFogger™; a user-friendly, dry mist-dispensing device that delivers aerosolized disinfectant reaching into every nook, crevice and corner in a room to kill disease-causing pathogens where they hide.

Proven effectiveness at a lower cost than other disinfection methods and technologies is what the Halo Disinfection System brings to your infection prevention strategy.

## Advantages of Using the Halo Disinfection System:

- Room fogging is proven to be the most thorough and cost effective method for treating all the exposed surfaces within a room with less labor.
- The Halo Disinfection System reaches surfaces that sprays & wipes can't; not just the primary or "high-touch" surfaces but also every exposed surface within a room, which reduces the risk of cross-contamination associated with using a rag, wipe or sponge.
- The Halo Disinfection System is safe to use around sensitive electronic equipment.



Halo Disinfection System users must be adequately trained by Halosil International or an authorized distributor or reseller on system operation [http://halosil.com/\\_themes/halosil/img/home-featured-halo-products-rev01.png](http://halosil.com/_themes/halosil/img/home-featured-halo-products-rev01.png) and proper product-specific disinfecting treatment procedures.

## The Halo Disinfection System includes:

### HaloMist™ Disinfectant Fogging Solution

First EPA registered disinfecting fogging formula for whole room disinfection.



HaloMist is a ready-to-use fogging formula used with the HaloFogger to deliver the correct concentration and contact time for treating all of the exposed surfaces within a room. A no wipe, no rinse product, HaloMist delivers touch free disinfection at a 6-log kill rate against C. diff spores.

Use product only with HaloFogger dispensing device following detailed instructions provided in the HaloMist Protocol Manual on room preparation, room set up and treatment protocol, and equipment operating procedures for HaloFogger device.

#### EPA Registered Kill Claims

##### Bacteria

- *Staphylococcus aureus*
- *Pseudomonas aeruginosa*
- *Clostridium difficile* (C. diff spore form)



### HaloFogger® Hands Free Dry-Mist Dispensing Device

Thoroughly deliver dry-mist of concentrated Halo™ Disinfectant to every exposed surface within a room.

## HaloSpray™ All-Purpose Surface Disinfectant

Broad-spectrum disinfectant formula kills bacteria and viruses on surfaces you come into contact with everyday.

HaloSpray is perfect for spot disinfection of surfaces that need to be sprayed or wiped, or used for adjunct fogging treatments.



Consult HaloSpray Protocol Manual on room preparation, room setup and treatment protocol, and equipment operating procedures for HaloFogger device.

#### EPA Registered Kill Claims

##### Viruses

- Norovirus
- Feline calicivirus
- Human immunodeficiency Virus type 1
- Influenza A
- Influenza A (swine flu)
- Influenza A strain Hong Kong (flu virus)
- Rhinovirus type 37
- Minute virus of mice (MVM)

##### Fungi

- *Trichophyton mentagrophytes*
- *Aspergillus niger*

##### Bacteria

- MRSA
- *Staphylococcus aureus*
- \**Enterobacter aerogenes* \*
- *Escherichia coli*
- *Pseudomonas aeruginosa*
- *Salmonella enterica*
- *Proteus mirabilis*

Non-Label Claims Approved by EPA  
(EPA Pesticide Program Update,  
12/9/2014 [www.epa.gov/pesticides](http://www.epa.gov/pesticides))  
Ebola Enterovirus D86

# AeraMax® Professional Air Purifiers

## Commercial Air Purifiers

AeraMax Professional air purifiers for shared spaces with higher levels of contaminants.

Please call for pricing.



### AeraMax Professional AM II Air Purifier

- The perfect air purifier for small shared spaces such as restrooms, exam rooms and offices.
- Features 4 stage filtration system for handling common indoor air quality problems
- True HEPA filter captures 99.97% of airborne contaminants including viruses and allergens
- Activated carbon filter reduces odors and VOCs
- Cleans air for 150-300 square feet spaces
- Patented EnviroSmart technology detects the environment and automatically adjusts performance
- Slim profile fits compactly in small areas-only 4" from wall
- Wall mountable, recessed wall mountable and floor stand mountable options

### AeraMax Professional III Air Purifier - Stainless

- Commercial air purifier cleans the air of common areas such as waiting rooms, restrooms, and other large spaces with high concentrations of contaminants
- True HEPA filter captures 99.97% of airborne contaminants including viruses and allergens
- Activated carbon filter reduces odors and VOCs
- Patented EnviroSmart technology detects the environment and automatically adjusts performance
- Cleans the air of 300-700 square feet spaces
- 5 Year Limited Warranty



### AeraMax Professional IV EPA Air Purifier - Stainless

- Large room commercial air purifier cleans the air in 600-1400 square feet spaces including classrooms, locker rooms and cafeterias
- True HEPA filter captures 99.97% of airborne contaminants including viruses and allergens
- Activated carbon filter reduces odors and VOCs
- Patented EnviroSmart technology detects the environment and automatically adjusts performance
- 5 Year Limited Warranty

### AeraMax Professional IV HEPA Air Purifier - White

- Large room commercial air purifier cleans the air in 600-1400 square feet spaces including classrooms, locker rooms and cafeterias
- True HEPA filter captures 99.97% of airborne contaminants including viruses and allergens
- Activated carbon filter reduces odors and VOCs
- Patented EnviroSmart technology detects the environment and automatically adjusts performance
- 5 Year Limited Warranty





# AeraMax® Professional Air Purifiers

Please call for pricing.

## Commercial Air Purifiers

AeraMax Professional air purifiers for shared spaces with higher levels of contaminants.



### AeraMax Professional IIIS w/Floor Stand - Stainless

- Commercial air purifier cleans the air of common areas such as waiting rooms, restrooms, and other large spaces with high concentrations of contaminants
- True HEPA filter captures 99.97% of airborne contaminants including viruses and allergens
- Activated carbon filter reduces odors and VOCs
- Patented EnviroSmart technology detects the environment and automatically adjusts performance
- Cleans the air of 300-700 square feet spaces
- 5 Year Limited Warranty
- Includes floor stand

### AeraMax Professional IVS w/ Floor Stand - Stainless

- Large room commercial air purifier cleans the air in 600-1400 square feet spaces including classrooms, locker rooms and cafeterias
- True HEPA filter captures 99.97% of airborne contaminants including viruses and allergens
- Activated carbon filter reduces odors and VOCs
- Patented EnviroSmart technology detects the environment and automatically adjusts performance
- Includes floor stand
- 5 Year Limited Warranty



### AeraMax Professional IVS w/Floor Stand - White

- Large room commercial air purifier cleans the air in 600-1400 square feet spaces including classrooms, locker rooms and cafeterias
- True HEPA filter captures 99.97% of airborne contaminants including viruses and allergens
- Activated carbon filter reduces odors and VOCs
- Patented EnviroSmart technology detects the environment and automatically adjusts performance
- Includes floor stand
- 5 Year Limited Warranty



### AeraMax Professional IVS w/ Floor Stand - Graphite

- Large room commercial air purifier cleans the air in 600-1400 square feet spaces including classrooms, locker rooms and cafeterias
- True HEPA filter captures 99.97% of airborne contaminants including viruses and allergens
- Activated carbon filter reduces odors and VOCs
- Patented EnviroSmart technology detects the environment and automatically adjusts performance
- Includes floor stand
- 5 Year Limited Warranty



# AeraMax® Professional Air Filters

Please call for pricing.

## Commercial Air Purifiers

AeraMax Professional filter products are designed to capture the unique air quality issues in your buildings.



### AeraMax PRO AM III/IV Prefilter 4 pk

- Captures large particulates like dust and hair
- Keeps carbon filters working effectively
- For use with AeraMax™ PRO AM III/IIIS & IV/IVS air purifiers
- 4 pack

### AeraMax PRO 2" Carbon Filter - 2pk

- 2" Carbon filter with Pre-Filter contains twice the activated carbon to adsorb a wide range of volatile organic compounds and odors
- Average filter life approximately 24 months



### AeraMax PRO True HEPA 2" Filter - 2pk

- HEPA Filter with Antimicrobial Treatment is a True High Efficiency Particulate Air (HEPA) filter
- Captures 99.97% of airborne particulates as small as 0.3 microns
- Captures viruses, bacteria, mold spores, dust mites and other allergens
- Average filter life approximately 12-18 months

### AeraMax PRO Hybrid 2" Filter - 2pk

- Includes half True HEPA and half Activated Carbon Filters in one for enhanced air-cleaning power
- True HEPA filter captures 99.97% of airborne particles as small as 0.3 microns, including pollen, ragweed and other allergens, viruses, germs, dust mites, mold spores, pet dander and cigarette smoke
- Antimicrobial treatment provides built-in protection from the growth of odor causing bacteria, mildew, and fungi on the HEPA filter
- Activated carbon filter reduces odors and VOCs
- Compatible with AeraMax AM III/IV, IIIS/IVS Air Purifiers
- One year filter life (depending on use)



### AeraMax PRO 3/8" Carbon Filter w/ prefilter - 4 pk

- Contains activated carbon which adsorbs a wide range of volatile organic compounds and odors
- Pre-filter captures larger particulate to help extend life of subsequent filters
- Average filter life approximately 6 months

### AeraMax PRO AM II 1 3/4" Hybrid Filter (1ea)

- Includes half True HEPA and half Activated Carbon Filters in one for enhanced air-cleaning power
- True HEPA filter captures 99.97% of airborne particles as small as 0.3 microns, including pollen, ragweed and other allergens, viruses, germs, dust mites, mold spores, pet dander and cigarette smoke
- Antimicrobial treatment provides built-in protection from the growth of odor causing bacteria, mildew, and fungi on the HEPA filter
- Activated carbon filter reduces odors and VOCs • Compatible with AeraMax PRO II Air Purifier • One year filter life (depending on use)



### AeraMax PRO AM II 1 3/4" HEPA Filter (1ea)

- Captures 99.97% of airborne particles as small as 0.3 microns, including pollen, ragweed and other allergens, viruses, germs, dust mites, mold spores, pet dander and cigarette smoke
- True HEPA filter features antimicrobial treatment that provides built-in protection from the growth of odor causing bacteria, mildew, and fungi on the filter
- Compatible with AeraMax PRO II Air Purifier
- Two year filter life (depending on use)

### AeraMax PRO AM II 1 3/4" Carbon Filter (1ea)

- Activated carbon filter reduces odors and VOCs
- Compatible with AeraMax PRO II Air Purifier
- One year filter life (depending on use)



## FREQUENTLY ASKED QUESTIONS

### What is an allergy?

An allergy is an abnormal reaction by a person's immune system against an ordinarily harmless substance called an allergen. When an allergen, such as pollen, is absorbed into the body of an allergic person, that person's immune system views the allergen as an invader and a chain reaction is initiated. White blood cells of the immune system produce IgE antibodies. These antibodies attach themselves to special cells called mast cells, causing a release of potent chemicals such as histamine. These chemicals cause symptoms such as a runny nose, watery eyes, itching and sneezing.

### What are some common allergens?

People can be allergic to one or several allergens. The most common include pollens, molds, dust mites, animal dander (dead skin flakes from animals with fur); foods; medications; cockroach droppings and insect stings.

### Is there only one type of allergic reaction?

Allergic individuals can exhibit a variety of reactions depending on the allergen and the way it was absorbed into the body.

- I. Seasonal allergic rhinitis sometimes called "hay fever" is caused by an allergy to the pollen of trees, grasses, weeds or mold spores.
- II. Allergic rhinitis is a general term used to apply to anyone who has symptoms of nasal congestion, sneezing and a runny nose due to allergies. This may be a seasonal problem as with hay fever, or it may be year-round problem caused by indoor allergens such as dust mite droppings, animal dander, cockroach droppings or indoor molds/mildew.
- III. Eczema or atopic dermatitis is a non-contagious, itchy rash that often occurs on the hands, arms, legs and neck, although it can cover the entire body.
- IV. Contact dermatitis is a reaction affecting areas of the skin which become red, itchy and inflamed after contact with allergens or irritants such as plants, cosmetics, medications, metals and chemicals.
- V. Urticaria or hives are red, itchy, swollen areas of the skin that can vary in size and appear anywhere on the body. Approximately 25% of the U.S. population will experience an episode of hives at least once in their lives.

### What kind of a doctor is an allergist?

An allergist/clinical immunologist is a Pediatrician or Internist who has undergone 2-3 years of special training in the diagnosis and treatment of allergic and immunologic diseases. To understand what you are allergic to, an allergist will take a personalized patient history, including a thorough record of the illness, family history, and home and work (school) environments; perform allergy testing, and possibly perform other laboratory tests.

### Identification and avoiding indoor allergens:

Allergens are substances that trigger the immune system to promote an allergic response. People can react adversely to many things. The main treatment is avoidance of these substances. Effective evaluation of the indoor allergen e.g. pollens, molds, dust mites, animal dander (dead skin flakes from animals with fur); cockroach droppings can initiate an effective treatment of the allergens. Removal can have marked therapeutic effect on building occupants.

### Who can I call if I suspect I have an allergen problem or if I want an in-home evaluation?

You can contact your local Building Health Check consultant to find out more about your home, your health and potential options.

### What is mold?

Mold can be defined as a conspicuous mass of filamentous structure, which possess both vegetative (hyphae) as well as reproductive (fruiting body) units. Fungi are identified as a causal organism of "mold". Not all fungi can cause mold; however, certain fungi have the ability to form mold and is often referred to as "filamentous fungi."

### Why test for *Stachybotrys chartarum* and *Aspergillus niger*?

Certain molds can cause potential health problems and are allergenic in nature, while some others can produce potentially toxic substances (mycotoxins). *Stachybotrys chartarum* and *Aspergillus flavus* are two commonly occurring fungi, especially in indoor environments. Some species of these two molds are listed among the potential allergic/toxic fungi. Therefore, it is essential to test for these two types of fungi in order to confirm their identity.



### **Can mold cause health problems?**

Yes! Certain molds are capable of causing health problems. Some common health problems due to mold exposure include, but are not limited to, asthma, allergic reactions, eczema, mycosis, dermatophytoses, and opportunistic infectious and other pathogenic diseases. Some common symptoms of mold exposure include irritation/infection of the skin, eyes, nose, throat and lungs, fever, headaches, pain, vomiting, skin lesions, inflammation and accumulation of tissues, immune system suppression, acute or chronic central nervous system damage, endocrine effects, etc. These effects depend on an individual's sensitivity and their immune response.

### **I don't see any mold growing anywhere, could it be hidden?**

Yes! Mold can be difficult to locate and may be hidden. The most common indoor areas of mold growth include, but are not limited to, the backside of drywall, wallpaper and paneling, underneath carpets, behind furniture, or anywhere that moisture collects (look for water stains).

### **What does it mean if the test is positive? What should I do?**

A positive test line means you have *Stachybotrys chartarum* or *Aspergillus niger* at the sample location, at levels detectable with this test. Although there are as yet no federal or state limits on mold or mold spores, your risk of exposure to these molds and their potential for producing harmful toxins will be greatly reduced by removing them. You should confirm the results and gain advice on what should be done to correct the problem by contacting an experienced indoor air quality, environmental or remediation professional.

### **What does a negative test result mean? Should I do anything else?**

A negative result means that, in the sample taken, *Stachybotrys chartarum* and *Aspergillus niger* mold are not detectable within the limits of this test. You may have them in lower concentrations, in other locations, or may have other mold present.

In any case, you should clean the suspected area (or have it cleaned) and be sure to fix any moisture problems. All molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money and avoid potential health problems by controlling moisture and eliminating mold growth.

### **How do I get rid of mold?**

The EPA recommends cleaning surface mold with water and a mild detergent, followed by a 10% bleach solution. If using a disinfectant, bleach or strong cleaning solution, you should use gloves made from natural rubber, neoprene, nitrile, polyurethane or PVC.

Removal and clean-up may best be performed by a professional. For advice on cleaning tips and when to call in a professional, refer to the U.S. Environmental Protection Agency Publication "A Brief Guide to Mold, Moisture and Your Home." (<http://www.epa.gov/iaq/molds/images/moldguide.pdf>)

Federal Emergency Management Agency's (FEMA) eight-page booklet "Dealing with Mold and Mildew in your Flood Damaged Home." (<http://www.fema.gov/rebuild/recover/mold.shtm>)

### **What if the mold comes back, or we keep having health problems?**

If mold comes back, or appears in other areas, you have not fixed the moisture problems. You should promptly seek professional help in identifying and correcting the problem.

If people living or working in the building continue to have health complaints or physical symptoms, you should contact a health professional with experience in mold issues, especially a physician practicing in environmental medicine.

### **Are the results of this test reliable and accurate?**

If you follow the instructions carefully, the results are very reliable and accurate. However, as with any screening test, it is always advisable to confirm the results through another testing method or by contacting an indoor air quality or environmental laboratory with experience in treating mold issues.

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- 1 Keycode & Customer Number:** From back cover, if present.

\_\_\_\_\_

- 2 Bill To:** Please copy your name and address exactly as they appear on your credit card or bank statement and if your billing address is a P.O. Box, please fill out Step 3 below.

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- 3 Ship To:** Orders to the lower 48 states cannot be shipped to a P.O. Box.

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- 4 Daytime Phone Number:** We will only call if we have questions about your order.

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Physician \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Specialty \_\_\_\_\_

- 7 Patient Name:** This information is useful for your tax or insurance records and will be printed on your invoice.

\_\_\_\_\_

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