

# TIPS VENDOR AGREEMENT

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

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

170902 Industrial Equipment , Chemicals and Supplies

### 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

If applicable, 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.

## 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 all applicable statutes and codes.

**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 agent(s) of the purchasing TIPS Member.

**Davis Bacon Act** requirements will be met for construction and/or repair of buildings unless otherwise agreed with the 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 three (3) years with an option for renewal for additional one (1) consecutive year 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. The renewal option for the one additional year is at the agreement of the parties.

### **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 (If Applicable)**

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 the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

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

### **Participation Fees**

#### **Fees for this award are 2%.**

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

- 2. 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 from 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 Federal Regulations 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. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **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.

- 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 or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this 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.

## **Bonding**

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

## **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.

## **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

## **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

## **Scheduling of Construction Projects (when applicable)**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

## 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.

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

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

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

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at [tipspo@tips-usa.com](mailto: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 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

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



# TIPS Vendor Agreement Signature Form

RFP 170902 Industrial Equipment, Chemicals and **Supplies**

Company Name JF Filtration, Inc. dba Joe W. Fly Co., Inc.

Address 4820 Memphis St.

City Dallas State TX Zip 75207

Phone 214-634-2200 Fax 214-634-7928

Email of Authorized Representative lori@joefflyco.com

Name of Authorized Representative Lori Gutierrez

Title Key Account Specialist

Signature of Authorized Representative *Lori Gutierrez*

Date 10/26/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 11/16/17

# 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 VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689	Department		Department
Fax		Building		Building
Bid Number	170902	Floor/Room		Floor/Room
Title	Industrial Equipment , Chemicals and Supplies	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	9/7/2017 08:01 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	10/27/2017 03:00:00 PM (CT)			

## Supplier Information

Company Joe W Fly Co., Inc (JF Filtration Inc)  
 Address Joe W Fly Co  
 PO Box 560666  
 Dallas, TX 75356-0666  
 Contact Trey Fly  
 Department  
 Building  
 Floor/Room  
 Telephone (512) 441-4448  
 Fax (512) 441-4483  
 Email trey@joeflyco.com  
 Submitted 10/27/2017 01:14:59 PM (CT)  
 Total \$0.00

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

Signature Lori Gutierrez

Email lori@joeflyco.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.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	All products and services are available throughout the entire state of Texas and surrounding states including Oklahoma and Arkansas.
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.)	JF Filtration, Inc. dba Joe W. Fly Co., Inc. offers air filtration and environmental products and services. With 50 years in business and National Air Filtration Association (NAFA) Certified Representatives and Technicians on staff, we are able to provide expertise in air filter products and services backed by excellent customer service and support. We have eight fully-stocked warehouses to customize and speed up delivery and offer in-house technicians available for filter service, UV installation, coil cleaning and power washing services. We specialize in providing the best products for your needs through free on-site consultation and life-cycle cost analysis. Joe Fly Co. offers a variety of products for all of your indoor air quality and environmental needs including air filters, HEPA filters, HEPA frames, clips and housings, containment housings, ASHRAE filter housings, filter frames, filter clips, portable air conditioners, surface disinfection equipment, HVAC belts, drain pan treatment, HVAC chemicals, UV lights and purification systems, air cleaners, liquid filters, gas-phase filtration, paint booth filtration and dust collection products.

6	Primary Contact Name	Primary Contact Name	Lori Gutierrez
7	Primary Contact Title	Primary Contact Title	Key Account Specialist
8	Primary Contact Email	Primary Contact Email	lori@joeflyco.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-772-6566
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-634-7928
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-882-3629
12	Secondary Contact Name	Secondary Contact Name	Will Denton
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	will@joeflyco.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-634-2200
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-634-7928
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-212-9699
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Boyd Foster
19	Admin Fee Contact Email	Admin Fee Contact Email	boyd@joeflyco.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-634-2200
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sally Ney
22	Purchase Order Contact Email	Purchase Order Contact Email	sally@joeflyco.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-634-2200
24	Company Website	Company Website (Format - www.company.com)	www.joeflyco.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2565237
26	Primary Address	Primary Address	4820 Memphis St.
27	Primary Address City	Primary Address City	Dallas
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75207

- 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.) Air Filters, Pleated Filters, Filter Media, Filter Box Filters, Bag Filters, V-Cell Filters, Minipleats, MERV ratings, HEPA Filters, Filter Service, Coil Cleaning, Pressure Washing, UV Lights, UV Purification, Liquid Filters, Air Cleaners, Carbon Filters, Paint Booth Filters, Dust Collectors, HVAC Belts, Drain Pan Treatment, Filter Housings, Filter Frames, Filter Clips, Surface Disinfection, Liquid Filters, Portable Air Conditioners, Metal Washable Filters.
- 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? Yes
- 32 Yes - No Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: Yes  
(A) has its principal place of business in Texas;  
OR  
(B) employs at least 500 persons in Texas?
- 33 Company Residence (City) Vendor's principal place of business is in the city of? Dallas
- 34 Company Residence (State) Vendor's principal place of business is in the state of? Texas
- 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. (No Response Required)  
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."

36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
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%.	15%
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?	2
45	Years Experience	Company years experience in this category?	50
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.	No
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: (No Response Required)
- 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.
- 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 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 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) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
  - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
  - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
  - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

(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

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

(No Response Required)

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

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

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

59 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.  
Does vendor agree?

Yes

60 2 CFR PART 200 Termination

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

Yes

61	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Federal Rule	<p>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)</p> <p>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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

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 Yes, I Agree  
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.  
Do you agree to these terms?
- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s) Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.  
Do you agree to these terms?
- 73 Infringement(s) Explanation of No Answer
- 74 Acts or Omissions Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?
- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance Yes  
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.

77 Payment Terms and Funding Out Clause

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

Yes

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  
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

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

80 Solicitation Deviation/Compliance

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

Yes



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	Does the vendor agree with the language in the Vendor Agreement?	Yes
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>	
84 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

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Line Items

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Response Total: \$0.00

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REFERENCES - JF Filtration Inc. dba Joe W. Fly Co., Inc.

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.

<b>Entity Name</b>	<b>Contact Person</b>	<b>Email</b>	<b>Phone</b>
UT Southwestern Medical Center	Thomas Negusse	<a href="mailto:thomas.negusse@utsouthwestern.edu">thomas.negusse@utsouthwestern.edu</a>	214-648-5428
Dallas ISD	Toby Smith	<a href="mailto:tobsmith@dallasisd.org">tobsmith@dallasisd.org</a>	972-925-5186
Texas A & M	Ronald Kleppel	<a href="mailto:ronald.kleppel@sscscserv.com">ronald.kleppel@sscscserv.com</a>	979-220-0702
Texas State University	Mike Burkepile	<a href="mailto:mb80@txstate.edu">mb80@txstate.edu</a>	512-245-6590
UT Austin	David Henry	<a href="mailto:david.henry@austin.exas.edu">david.henry@austin.exas.edu</a>	512-475-7988

### Certification Regarding Lobbying

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

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

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

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

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

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

JF Filtration, Inc. dba  
Joe W. Fly Co., Inc. 4920 Memphis, Dallas, TX 75207  
Name/Address of Organization

Boyd Foster, Comptroller  
Name/Title of Submitting Official

Boyd Foster  
Signature

10-17-2017  
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: Joe W Fly Co, Inc  
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: Boyd Foster

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: \_\_\_\_\_

170902 Industrial Equipment , Chemicals and Supplies  
**CERTIFICATION BY CORPORATE OFFERER**

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

OFFERER: JF Filtration, Inc. DBA Joe W. Fly Co, Inc.  
(Name of Corporation)

I, Mary Villareal Fly certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

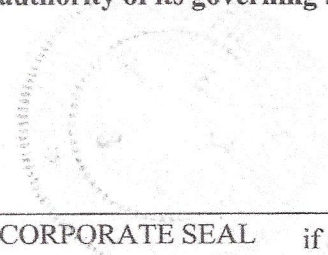
named as OFFERER herein above; that

Lori Gutierrez  
(Name of person who completed proposal document)

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

Key Account Specialist  
(Title/Position of person signing proposal/offer document within the corporation)

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

  
CORPORATE SEAL if available

Mary U. Fly  
SIGNATURE

October 26, 2017  
DATE



**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 Members 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

**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.

*JF Filtration, Inc. dba*

Company Name Joe W. Fly Co., Inc.

Print name of authorized representative Lori Gutierrez

Signature of authorized representative *Lori Gutierrez*

Date 10/17/17

### Texas Government Code 2270 Verification Form

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

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Boyd Foster as an authorized representative of  
JF Filtration, Inc. dba Joe W. Fly Co., a contractor/vendor  
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

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

AND

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

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

Boyd Foster  
Signature of Named Authorized Company Representative

10-17-2017  
Date



**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.

*JF Filtration, Inc. dba  
Joe W. Fly Co.*

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

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

*4820 Memphis St, Dallas TX 75207, 214-634-2200*  
\_\_\_\_\_  
Address City State ZIP Phone

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752565237000
File/Vendor Number:	007652
Approval Date:	16-DEC-2015
Scheduled Expiration Date:	16-DEC-2019

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### **JF FILTRATION, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 18-DEC-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

---

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements"; complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements"; complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.





# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE:** Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

**SECTION-1: RESPONDENT AND REQUISITION INFORM**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
*Lori Gutierrez*  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.





# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
---------------------------------------	----------------------

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, to continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes      - No
			- Yes      - No
			- Yes      - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes      - No
		- Yes      - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number:                      Description:

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes      - No		\$	%
	- Yes      - No		\$	%
	- Yes      - No		\$	%
	- Yes      - No		\$	%
	- Yes      - No		\$	%
	- Yes      - No		\$	%
	- Yes      - No		\$	%
	- Yes      - No		\$	%
	- Yes      - No		\$	%
	- Yes      - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



## ***Air Filtration and Environmental Specialists***

***JF Filtration, Inc. dba Joe W. Fly Co., Inc.***

[www.joeflyco.com](http://www.joeflyco.com)

[www.joeflyco.com/products/](http://www.joeflyco.com/products/)

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### **Product & Service Offerings Include:**

Air Filter Service  
Pleated Filters - MERV 8, MERV 11, MERV 13  
Filter Media  
Bag Filters  
Rigid Box Filters, Minipleats and V-Cell Filters  
HEPA Filters  
Filter Housings, Filter Frames, Filter Clips  
Carbon Filtration  
Paint Booth Filtration  
Dust Collectors  
Air Cleaners  
Surface Disinfection  
Coil Cleaning Products  
Coil Cleaning Services  
Sky Light Cleaning  
Pressure Washing Surfaces  
UV Purification  
Liquid Filters  
HVAC Belts  
Drain Pan Treatment

### **Contact:**

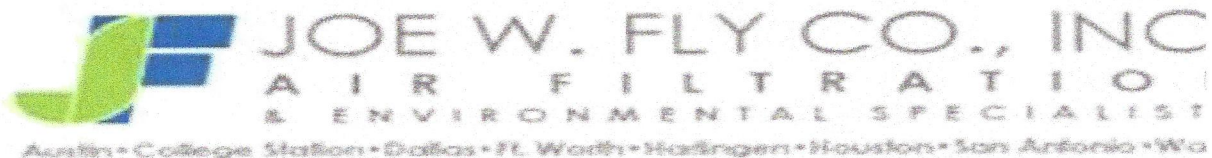
**Lori Gutierrez, CAFS, NCT**

*Key Account Specialist*

214-634-2200 office • 214-882-3629 cell

4820 Memphis St. • Dallas, TX 75207

[www.joeflyco.com](http://www.joeflyco.com)







**Joe W. Fly Co., Inc.** 

Filtration Specialists  
Products and Services

### ESTABLISHED

Since 1967, Joe W. Fly Co., Inc. has provided air filtration products and services to any and all industries. A family business now in its 3rd generation, the company continues to provide clean air solutions all over Texas and beyond.

### FOOTPRINT

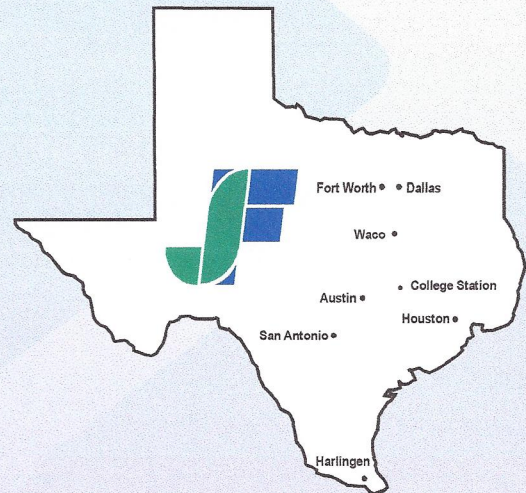
Eight fully stocked warehouses throughout Texas, including a new central distribution center to maintain generous stock levels in all our major markets. Service area includes the entire state of Texas, surrounding states, and Mexico. We have our own experienced service crews with no need to rely on subcontractors.

### ANALYSIS

Utilize life cycle cost analysis (energy, material, and labor) to determine the proper product and frequency for your specific needs. We encourage customers to challenge us with their most difficult application. We will always look for ways to improve your equipment's efficiency and indoor air quality while lowering material and labor costs.

### OTHER PRODUCTS AND SERVICES WE PROVIDE:

- Surface Disinfection
- Liquid Filtration
- Air Purification
- Coil Cleaning | Refrigeration, Condenser and Evaporator
- Power Washing | Roof -Tops, Sidewalks, Sides of Buildings, Gas Pads and Parking Lots
- Drain Pan Protection
- Sky Light Cleaning
- UVC Installation and Service on Evaporator Coils | Ultra Violet Light
- HVAC Belts



ESTABLISHED 1967

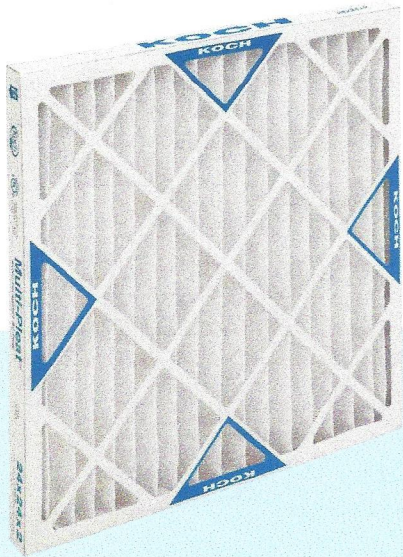
[www.joeflyco.com](http://www.joeflyco.com)

Air Filtration Products and Services



# Multi-Pleat XL8™

## MERV 8 Extended Surface Pleated Panel Filters with mechanical Media



### Features

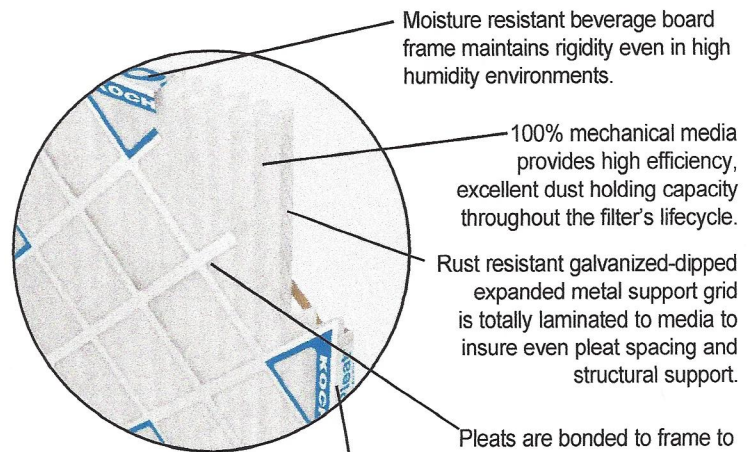
- MERV 8 and MERV 8A rating
- Low resistance to airflow
- High Dust Holding Capacity
- Sturdy double-wall frame design
- Moisture resistant beverage board frame
- Standard and High Capacity
- Available in 1", 2", 4" and 6" depths

The Koch **Multi-Pleat XL8** is a medium efficiency extended surface pleated panel filter, engineered to provide higher initial efficiencies and overall superior performance than standard pleated filters.

The **Multi-Pleat XL8** carries a MERV 8 and MERV-A 8 performance rating in accordance with ASHRAE Test Standard 52.2-2007.

The MERV 8 and MERV-A 8 performance rating provided by the **Multi-Pleat XL8** make the filter an excellent upgrade from disposable filters and standard MERV 6 and 7 rated pleated filters. The **Multi-Pleat XL8** is the best selection in applications such as hospitals, laboratories, pharmaceutical plants, commercial office buildings, and in any system in which a higher degree of indoor air quality is required.

### Multi-Pleat Construction



Moisture resistant beverage board frame maintains rigidity even in high humidity environments.

100% mechanical media provides high efficiency, excellent dust holding capacity throughout the filter's lifecycle.

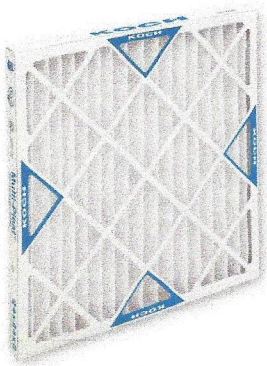
Rust resistant galvanized-dipped expanded metal support grid is totally laminated to media to insure even pleat spacing and structural support.

Pleats are bonded to frame to guarantee consistent pleat configuration and total media utilization.

Frame is double-walled with reinforced corners to insure rigidity in the toughest applications.

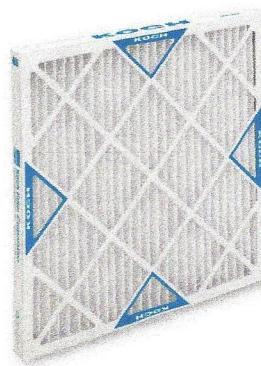
### Standard Capacity

Standard Capacity **XL8-SC** filters provide a combination of efficiency, economy, and excellent overall performance. Standard Capacity XL8 filters are an excellent choice in applications where filter change schedules are based on preventive maintenance schedules.



### High Capacity

High Capacity **XL8-HC** filters are similar in construction to the Standard Capacity but have the added advantage of approximately 30% more media. The additional media results in extended filter life, making the XL8-HC the ideal filter for use in filtration systems where filter change schedules are predicated on recommended final pressure drop readings.





## Multi-Pleat™ XL8 Product Information

Size (Nominal)	Size (Actual in inches)	CFM	Capacity			Standard Capacity XL8-SC					High Capacity XL8-HC				
			Low 300	Med 500	High 625	Resistance		Final 1.0"	Media Area (Sq. Ft.)	Resistance		Final 1.0"	Media Area (Sq. Ft.)		
10x20x1	9-1/2 x 19-1/2 x 3/4	CFM	425	700	NR	0.26	0.51	NR	1.0"	2.3	0.21	0.41	NR	1.0"	2.9
12x20x1	11-1/2 x 19-1/2 x 3/4		500	840	NR	0.26	0.51	NR	1.0"	2.8	0.21	0.41	NR	1.0"	3.5
12x24x1	11-3/8 x 23-3/8 x 3/4		600	1000	NR	0.26	0.51	NR	1.0"	3.3	0.21	0.41	NR	1.0"	4.2
14x20x1	13-1/2 x 19-1/2 x 3/4		590	980	NR	0.26	0.51	NR	1.0"	3.3	0.21	0.41	NR	1.0"	4.1
14x25x1	13-1/2 x 24-1/2 x 3/4		730	1215	NR	0.26	0.51	NR	1.0"	4.1	0.21	0.41	NR	1.0"	5.1
15x20x1	14-1/2 x 19-1/2 x 3/4		625	1050	NR	0.26	0.51	NR	1.0"	3.5	0.21	0.41	NR	1.0"	4.4
16x20x1	15-1/2 x 19-1/2 x 3/4		670	1115	NR	0.26	0.51	NR	1.0"	3.8	0.21	0.41	NR	1.0"	4.7
16x25x1	15-1/2 x 19-1/2 x 3/4		840	1400	NR	0.26	0.51	NR	1.0"	4.7	0.21	0.41	NR	1.0"	5.9
18x24x1	17-3/8 x 23-3/8 x 3/4		900	1500	NR	0.26	0.51	NR	1.0"	5.1	0.21	0.41	NR	1.0"	6.3
18x25x1	17-1/2 x 24-1/2 x 3/4		940	1570	NR	0.26	0.51	NR	1.0"	5.3	0.21	0.41	NR	1.0"	6.6
20x20x1	19-1/2 x 19-1/2 x 3/4		840	1400	NR	0.26	0.51	NR	1.0"	4.8	0.21	0.41	NR	1.0"	5.9
20x25x1	19-1/2 x 24-1/2 x 3/4		1050	1740	NR	0.26	0.51	NR	1.0"	6	0.21	0.41	NR	1.0"	7.4
24x24x1	23-3/8 x 23-3/8 x 3/4		1200	2000	NR	0.26	0.51	NR	1.0"	6.8	0.21	0.41	NR	1.0"	8.5
25x25x1	24-1/2 x 24-1/2 x 3/4		1310	2170	NR	0.26	0.51	NR	1.0"	7.4	0.21	0.41	NR	1.0"	9.3
10x20x2	9-1/2 x 19-1/2 x 1-3/4	CFM	425	700	875	0.14	0.25	0.34	1.0"	4	0.09	0.18	0.25	1.0"	6
12x20x2	11-1/2 x 19-1/2 x 1-3/4		500	840	1050	0.14	0.25	0.34	1.0"	4.8	0.09	0.18	0.25	1.0"	7.2
12x24x2	11-3/8 x 23-3/8 x 1-3/4		600	1000	1250	0.14	0.25	0.34	1.0"	5.7	0.09	0.18	0.25	1.0"	8.6
14x20x2	13-1/2 x 19-1/2 x 1-3/4		590	980	1215	0.14	0.25	0.34	1.0"	5.6	0.09	0.18	0.25	1.0"	8.4
14x25x2	13-1/2 x 24-1/2 x 1-3/4		730	1215	1520	0.14	0.25	0.34	1.0"	7.1	0.09	0.18	0.25	1.0"	10.6
15x20x2	14-1/2 x 19-1/2 x 1-3/4		625	1050	1310	0.14	0.25	0.34	1.0"	6.1	0.09	0.18	0.25	1.0"	9.1
16x20x2	15-1/2 x 19-1/2 x 1-3/4		670	1115	1400	0.14	0.25	0.34	1.0"	6.7	0.09	0.18	0.25	1.0"	9.9
16x24x2	15-1/2 x 23-1/2 x 1-3/4		800	1350	1675	0.14	0.25	0.34	1.0"	7.8	0.09	0.18	0.25	1.0"	11.6
16x25x2	15-1/2 x 24-1/2 x 1-3/4		840	1400	1740	0.14	0.25	0.34	1.0"	8.1	0.09	0.18	0.25	1.0"	12.1
18x20x2	17-1/2 x 19-1/2 x 1-3/4		750	1250	1570	0.14	0.25	0.34	1.0"	7.3	0.09	0.18	0.25	1.0"	10.9
18x24x2	17-1/2 x 23-1/2 x 1-3/4		900	1500	1875	0.14	0.25	0.34	1.0"	8.8	0.09	0.18	0.25	1.0"	13.1
18x25x2	17-1/2 x 24-1/2 x 1-3/4		950	1570	1960	0.14	0.25	0.34	1.0"	9.1	0.09	0.18	0.25	1.0"	13.7
20x20x2	19-1/2 x 19-1/2 x 1-3/4		840	1400	1740	0.14	0.25	0.34	1.0"	8.3	0.09	0.18	0.25	1.0"	12.4
20x24x2	19-1/2 x 23-1/2 x 1-3/4		1000	1675	2100	0.14	0.25	0.34	1.0"	9.8	0.09	0.18	0.25	1.0"	14.6
20x25x2	19-1/2 x 24-1/2 x 1-3/4		1050	1740	2170	0.14	0.25	0.34	1.0"	10.5	0.09	0.18	0.25	1.0"	15.5
24x24x2	23-3/8 x 23-3/8 x 1-3/4		1200	2000	2500	0.14	0.25	0.34	1.0"	11.8	0.09	0.18	0.25	1.0"	17.9
25x25x2	24-1/2 x 24-1/2 x 1-3/4		1310	2170	2720	0.14	0.25	0.34	1.0"	12.8	0.09	0.18	0.25	1.0"	19.1
12x24x4	11-3/8 x 23-3/8 x 3-3/4	CFM	600	1000	1250	0.09	0.18	0.25	1.0"	10.6	0.08	0.16	0.23	1.0"	12.9
16x20x4	15-1/2 x 19-1/2 x 3-3/4		670	1115	1400	0.09	0.18	0.25	1.0"	12	0.08	0.16	0.23	1.0"	14.7
16x24x4	15-3/8 x 23-3/8 x 3-3/4		800	1350	1675	0.09	0.18	0.25	1.0"	14.3	0.08	0.16	0.23	1.0"	17.5
16x25x4	15-1/2 x 24-1/2 x 3-3/4		840	1400	1750	0.09	0.18	0.25	1.0"	15	0.08	0.16	0.23	1.0"	18.4
18x24x4	17-1/2 x 23-3/8 x 3-3/4		900	1500	1875	0.09	0.18	0.25	1.0"	16.3	0.08	0.16	0.23	1.0"	19.9
20x20x4	19-1/2 x 19-1/2 x 3-3/4		840	1400	1740	0.09	0.18	0.25	1.0"	15.1	0.08	0.16	0.23	1.0"	18.4
20x24x4	19-1/2 x 23-3/8 x 3-3/4		1000	1675	2100	0.09	0.18	0.25	1.0"	18.1	0.08	0.16	0.23	1.0"	22.2
20x25x4	19-1/2 x 24-1/2 x 3-3/4		1050	1740	2170	0.09	0.18	0.25	1.0"	19.5	0.08	0.16	0.23	1.0"	23.6
24x24x4	23-3/8 x 23-3/8 x 3-3/4		1200	2000	2500	0.09	0.18	0.25	1.0"	22.5	0.08	0.16	0.23	1.0"	27.5
24x24x6	23-3/8 x 23-3/8 x 5-3/4	CFM	1200	2000	2500	0.13	0.19	0.29	1.0"	33.3	0.11	0.17	0.28	1.0"	40.7



### Regional Sales Offices/Distribution Centers

Atlanta, GA • Detroit, MI • East Greenville, PA\* • Houston, TX\* • Indianapolis, IN  
 Kansas City, MO • Louisville, KY\* • Madbury, NH • Miami, FL • Nashville, TN  
 Mira Loma, CA\* • Tacoma, WA

\*Denotes manufacturing site.



## KOCH FILTER®

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**Koch Filter Corporation**  
Filtration Products Crafted with Pride

# Multi-Pleat Green 13™

## MERV 13 Extended Surface Panel Filters

The Koch Multi-Pleat GREEN 13 is a high efficiency extended surface pleated panel filter, engineered to provide higher initial efficiencies than standard pleated filters.

The Green 13 is a sustainable component of green building development. By virtue of its MERV 13 performance rating, the Green 13 can earn points toward LEED certification in the US Green Building Council's Green Building Rating System. (LEED is Leadership in Energy and Environmental Design, an integral part of the rating system).

The MERV 13 performance ratings provided by the Multi-Pleat GREEN 13 make the filter an excellent upgrade from disposable filters and ordinary pleated filters in applications such as hospitals, laboratories and pharmaceutical plants, commercial office buildings, and in any system in which a higher degree of clean air is required.

### Multi-Pleat Green 13 Construction

The media in the **Multi-Pleat Green 13** is produced with a specialized blend of electrostatically-charged synthetic fibers, researched by Koch Filter Corporation specifically for use in extended surface air filtration. This layer of polypropylene fibers, known as the **E-Layer**, is composed of rectangular shaped fibers arranged in an intersecting cross-pattern design. This unique fiber configuration insures greater stability of the electrostatic charge, reduced pressure drop, and prolonged efficiencies compared to other filter medias.



### Features

- MERV 13 performance rating in accordance with ASHRAE Test Standard 52.2-2007
- Earns LEED points
- Reduces energy cost
- Extended filter lifecycle
- Conserves resources
- Improves indoor environmental quality
- Available in 1", 2" and 4"

Moisture resistant beverage board frame maintains rigidity even in high humidity environments.

Upstream electrostatically charged **E-Layer** provides high initial efficiencies.

The upstream **E-Layer** is supported downstream by a layer of spun-bonded scrim for added strength and durability.

Rust resistant galvanized-dipped expanded metal support grid is totally laminated to media to insure even pleat spacing and structural support.

Pleats are bonded to frame to guarantee consistent pleat configuration and total media utilization.

Frame is double-walled with reinforced corners to insure rigidity in the toughest applications.

**Koch Filter Corporation...Durable. Reliable. Versatile.**

Bulletin No. K-608 B



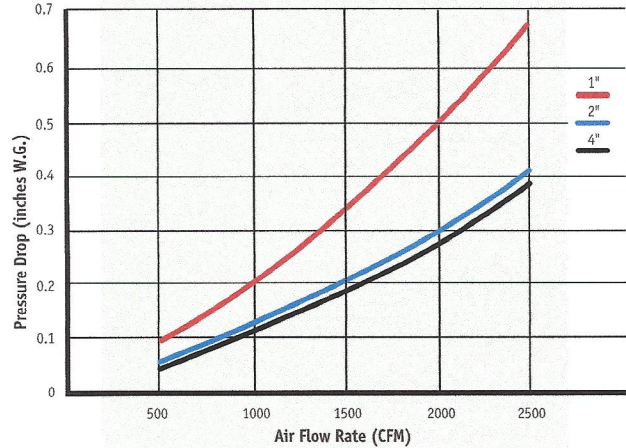
# Multi-Pleat Green 13 Technical Data

Size (Nominal)	Size (Actual in inches)	Capacity (CFM) Low/Med/High @300 500 625 (FPM)	Resistance (In. W.G.) Low/Med/High/Final @300 500 625 (FPM)	Media Area (Sq. Ft.)
10 x 20 x 1	9-1/2 x 19-1/2 x 3/4	425 / 700 / NR	.26/.50/NR/1.0	2.9
12 x 20 x 1	11-1/2 x 19-1/2 x 3/4	500 / 840 / NR	.26/.50/NR/1.0	3.5
12 x 24 x 1	11-3/8 x 23-3/8 x 3/4	600 / 1000 / NR	.26/.50/NR/1.0	4.2
14 x 20 x 1	13-1/2 x 19-1/2 x 3/4	590 / 980 / NR	.26/.50/NR/1.0	4.1
14 x 25 x 1	13-1/2 x 24-1/2 x 3/4	730 / 1215 / NR	.26/.50/NR/1.0	5.1
15 x 20 x 1	14-1/2 x 19-1/2 x 3/4	625 / 1050 / NR	.26/.50/NR/1.0	4.4
16 x 20 x 1	15-1/2 x 19-1/2 x 3/4	670 / 1115 / NR	.26/.50/NR/1.0	4.7
16 x 25 x 1	15-1/2 x 24-1/2 x 3/4	840 / 1400 / NR	.26/.50/NR/1.0	5.9
18 x 24 x 1	17-3/8 x 23-3/8 x 3/4	900 / 1500 / NR	.26/.50/NR/1.0	6.3
18 x 25 x 1	17-1/2 x 24-1/2 x 3/4	940 / 1570 / NR	.26/.50/NR/1.0	6.6
20 x 20 x 1	19-1/2 x 19-1/2 x 3/4	840 / 1400 / NR	.26/.50/NR/1.0	5.9
20 x 25 x 1	19-1/2 x 24-1/2 x 3/4	1050 / 1740 / NR	.26/.50/NR/1.0	7.4
24 x 24 x 1	23-3/8 x 23-3/8 x 3/4	1200 / 2000 / NR	.26/.50/NR/1.0	8.5
25 x 25 x 1	24-1/2 x 24-1/2 x 3/4	1310 / 2170 / NR	.26/.50/NR/1.0	9.3
10 x 20 x 2	9-1/2 x 19-1/2 x 1-3/4	425 / 700 / 875	.12/.29/.41/1.0	6
12 x 20 x 2	11-1/2 x 19-1/2 x 1-3/4	500 / 840 / 1050	.12/.29/.41/1.0	7.2
12 x 24 x 2	11-3/8 x 23-3/8 x 1-3/4	600 / 1000 / 1200	.12/.29/.41/1.0	8.6
14 x 20 x 2	13-1/2 x 19-1/2 x 1-3/4	590 / 980 / 1215	.12/.29/.41/1.0	8.4
14 x 25 x 2	13-1/2 x 24-1/2 x 1-3/4	730 / 1215 / 1520	.12/.29/.41/1.0	10.6
15 x 20 x 2	14-1/2 x 19-1/2 x 1-3/4	625 / 1050 / 1310	.12/.29/.41/1.0	9.1
16 x 20 x 2	15-1/2 x 19-1/2 x 1-3/4	670 / 1115 / 1400	.12/.29/.41/1.0	9.7
16 x 24 x 2	15-1/2 x 23-1/2 x 1-3/4	800 / 1350 / 1675	.12/.29/.41/1.0	11.6
16 x 25 x 2	15-1/2 x 24-1/2 x 1-3/4	840 / 1400 / 1740	.12/.29/.41/1.0	12.1
18 x 20 x 2	17-1/2 x 19-1/2 x 1-3/4	750 / 1250 / 1570	.12/.29/.41/1.0	10.9
18 x 24 x 2	17-1/2 x 23-1/2 x 1-3/4	900 / 1500 / 1875	.12/.29/.41/1.0	13.1
18 x 25 x 2	17-1/2 x 24-1/2 x 1-3/4	950 / 1570 / 1960	.12/.29/.41/1.0	13.7
20 x 20 x 2	19-1/2 x 19-1/2 x 1-3/4	840 / 1400 / 1740	.12/.29/.41/1.0	12.2
20 x 24 x 2	19-1/2 x 23-1/2 x 1-3/4	1000 / 1675 / 2100	.12/.29/.41/1.0	14.6
20 x 25 x 2	19-1/2 x 24-1/2 x 1-3/4	1050 / 1740 / 2170	.12/.29/.41/1.0	15.2
24 x 24 x 2	23-3/8 x 23-3/8 x 1-3/4	1200 / 2000 / 2500	.12/.29/.41/1.0	17.5
25 x 25 x 2	24-1/2 x 24-1/2 x 1-3/4	1310 / 2170 / 2720	.12/.29/.41/1.0	19.1
12 x 24 x 4	11-3/8 x 23-3/8 x 3-3/4	600 / 1000 / 1250	.11/.27/.39/1.0	12.9
16 x 20 x 4	15-1/2 x 19-1/2 x 3-3/4	670 / 1115 / 1400	.11/.27/.39/1.0	14.7
16 x 24 x 4	15-3/8 x 23-3/8 x 3-3/4	800 / 1350 / 1675	.11/.27/.39/1.0	17.5
16 x 25 x 4	15-1/2 x 24-1/2 x 3-3/4	840 / 1400 / 1750	.11/.27/.39/1.0	18.4
18 x 24 x 4	17-1/2 x 23-3/8 x 3-3/4	900 / 1500 / 1875	.11/.27/.39/1.0	19.9
20 x 20 x 4	19-1/2 x 19-1/2 x 3-3/4	840 / 1400 / 1740	.11/.27/.39/1.0	18.4
20 x 24 x 4	19-1/2 x 23-3/8 x 3-3/4	1000 / 1675 / 2100	.11/.27/.39/1.0	22.2
20 x 25 x 4	19-1/2 x 24-1/2 x 3-3/4	1050 / 1740 / 2170	.11/.27/.39/1.0	23.1
24 x 24 x 4	23-3/8 x 23-3/8 x 3-3/4	1200 / 2000 / 2500	.11/.27/.39/1.0	26.6
24 x 24 x 6	23-3/8 x 23-3/8 x 5-3/4	1200 / 2000 / 2500	.13/.31/.45/1.0	40.7

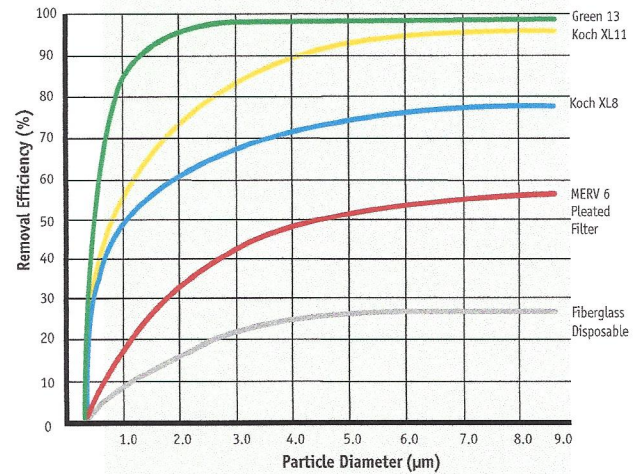


**Koch Filter Corporation**  
Filtration Products Crafted with Pride

Initial Resistance vs. Filter Face Velocity



Efficiency by Particle Size



**Additional Multi-Pleat Green 13 Product Information**

Recommended Final Pressure Drop is 1.0" w.g. • Performance data is based on ASHRAE Test Standards 52.1-1999 and 52.2-2007.

Recommended maximum continuous operational temperature is 200° F (93° C).

Multi-Pleat Green 13 filters are listed and tested in accordance with UL Standard 900.

**Corporate Offices**

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\*Denotes manufacturing site.

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Koch Filter Corporation maintains a policy of continuous product research and improvement, and retains the right to change product specification and design without notice.



Look for the Koch Green icon! Whenever you see the Koch Green icon, we are identifying a product that meets or exceeds our criteria in one or more of the following categories: Earns LEED Points, Reduces Energy Costs, Extends Filter Lifecycles, Conserves Resources, and Improves Indoor Environmental Quality.

Distributed by



**FIBERBOND**

The **Best** Filters Begin  
With The **Best** Media

**Dustlok® Media**

## Dual-Ply Dustlok® Media

The Industry's **Best** Filtration Media  
Is Now **Even Better!**

Now  
**MERV 9**



### Dual-Ply Dustlok Media MERV 9

- 1" & 1.5" Available
- Bulk Media Up To 92" Wide
- Pre-Cut Pads
- Poly-Perf
- Panels, Links & Cube Filters

- Dustlok media is manufactured with Spor-Ax antimicrobial to effectively control the growth of mold, mildew, algae and fungi on the filter media.
- Fewer change-outs reduce filter expense, labor cost, disposal fees and landfill waste.
- Due to its unique composition, Dustlok's performance continually increases right up to the point of change-out.

Increased Performance  
**Dual-Ply  
Dustlok® Media**  
Spor-Ax® Antimicrobial  
Dustlok® Composite Adhesive

### Maximum Service Life

Fiber Bond's Dustlok media delivers three-stages of filtration. The first stage (white side) of the media is designed for depth-loading, capturing particulate as air enters. The second stage (orange side) is designed to stop dirt from passing through the media. Finally, Dustlok composite adhesive delivers the third stage of performance. The aggressive adhesive has the ability to absorb particles and **continuously renew its effectiveness.**

### Spor-Ax Antimicrobial Keeps Filter Media Free From Mold, Mildew, Algae & Fungi

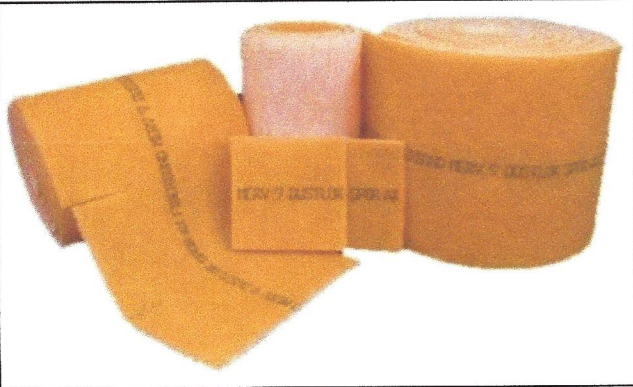
Fiber Bond's Spor-Ax antimicrobial is part of the manufacturing process, not a costly, post-application. The elimination of microbial growth reduces resistance and extends service life.

**FIBERBOND**

110 Menke Road, Michigan City, IN 46360 • Phone (219) 879-4541 • Fax (219) 874-7502  
Email: [customer.service@fiberbond.net](mailto:customer.service@fiberbond.net) • [www.fiberbond.net](http://www.fiberbond.net)



### Dual-Ply Dustlok Media Technical Data



#### Dual-Ply Dustlok Media 1" & 1.5"

**Filter Media:** Polyester  
**Initial Resistance:** 0.26" w.g. at 295 fpm  
**Flammability:** UL 900 Classified  
**Performance:** MERV 9 in accordance with ASHRAE 52.2-2012  
**Recommended Final Resistance:** 1.0" w.g.  
**Maximum Operating Temperature:** 200° F

#### Media Specifications

Media shall be a distinct dual-density design comprised of polyester fibers.

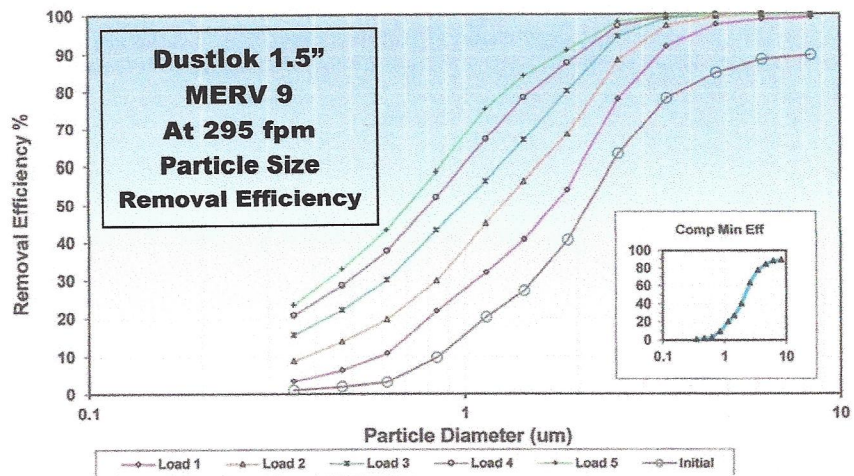
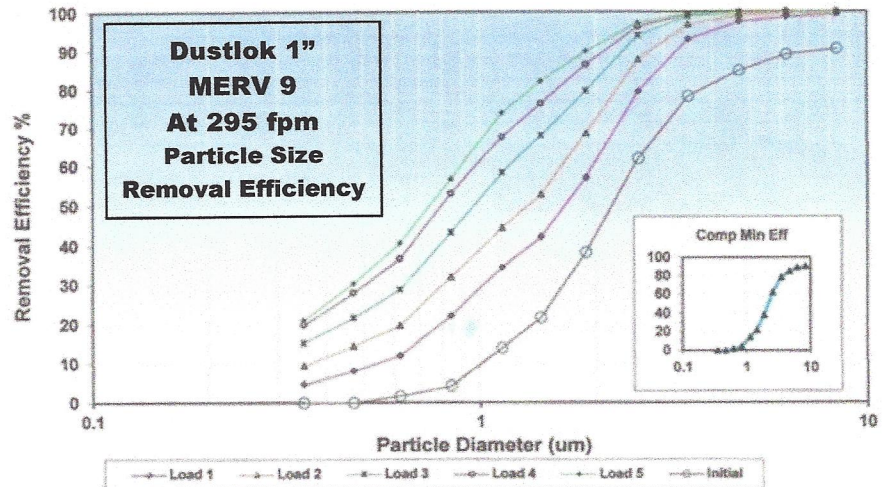
The air leaving side shall be orange in color and contain a non-migratory, non-drying adhesive coating the down stream fibers.

Media shall contain Spor-Ax antimicrobial which effectively controls microbial growth on the filter media.

Shall be MERV 9 as tested by ASHRAE Standard 52.2-2012

Independent test results in accordance  
With ASHRAE Standard 52.2-2012

September 2013





**FIBERBOND**

The **Best** Filters Begin  
With The **Best** Media

**Poly Shield XI Media**

## **Poly Shield XI Media**

High Efficiency Filtration Media



### **Poly Shield XI • MERV 11**

- 1" Thickness
- Bulk Media Up To 92" Wide

- Poly Shield XI media is manufactured with Spor-Ax antimicrobial to effectively control the growth of mold, mildew, algae and fungi on the filter media.
- Fewer change-outs reduce filter expense, labor cost, disposal fees and landfill waste.
- Due to its unique composition, Dustlok Composite Adhesive enhances the filter's performance throughout its service life.
- Clean change-outs as a result of dust-cake retention.



### MERV 11

## **Poly Shield XI Media**

Spor-Ax<sup>®</sup> Antimicrobial  
Dustlok<sup>®</sup> Composite Adhesive

### **Provides Superior Protection**

Fiber Bond's Poly Shield XI media delivers MERV 11 performance when tested in accordance with ASHRAE 52.2-2012. It is the ideal media choice for applications requiring highly efficient filtration. The media is manufactured with Dustlok Composite Adhesive, an aggressive adhesive that has the ability to absorb particles and **continuously renew its effectiveness.**

### **Spor-Ax Antimicrobial Keeps Filter Media Free From Mold, Mildew, Algae & Fungi**

Fiber Bond's Spor-Ax antimicrobial is part of the manufacturing process, not a costly, post-application. The elimination of microbial growth reduces resistance and extends service life.

**FIBERBOND**

110 Menke Road, Michigan City, IN 46360 • Phone (219) 879-4541 • Fax (219) 874-7502  
Email: [customer.service@fiberbond.net](mailto:customer.service@fiberbond.net) • [www.fiberbond.net](http://www.fiberbond.net)



**Poly Shield XI Media Technical Data**



**Poly Shield XI**  
**MERV 11**  
**1" Thickness**

**Poly Shield XI Media 1"**

**Filter Media:** Polyester  
**Initial Resistance:** 0.43" w.g. at 492 fpm  
**Flammability:** UL 900 Classified  
**Performance:** MERV 11 in accordance with ASHRAE 52.2-2012  
**Recommended Final Resistance:** 1.0" w.g.  
**Maximum Operating Temperature:** 200° F

**Media Specifications**

Media shall be a distinct dual-density design comprised of polyester fibers.

The air leaving side shall be purple in color and contain a non-migratory, non-drying, Dustlok composite adhesive coating all downstream fibers.

Media shall contain Spor-Ax antimicrobial which effectively controls microbial growth on the filter media.

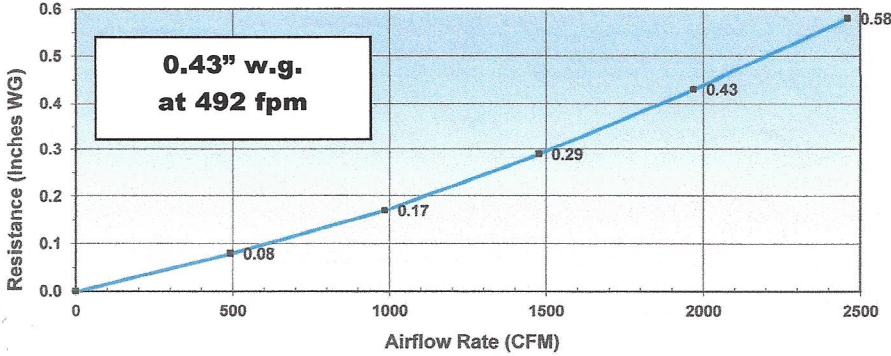
Shall be MERV 11 as tested by ASHRAE Standard 52.2-2012

Independent test results in accordance With ASHRAE Standard 52.2-2012

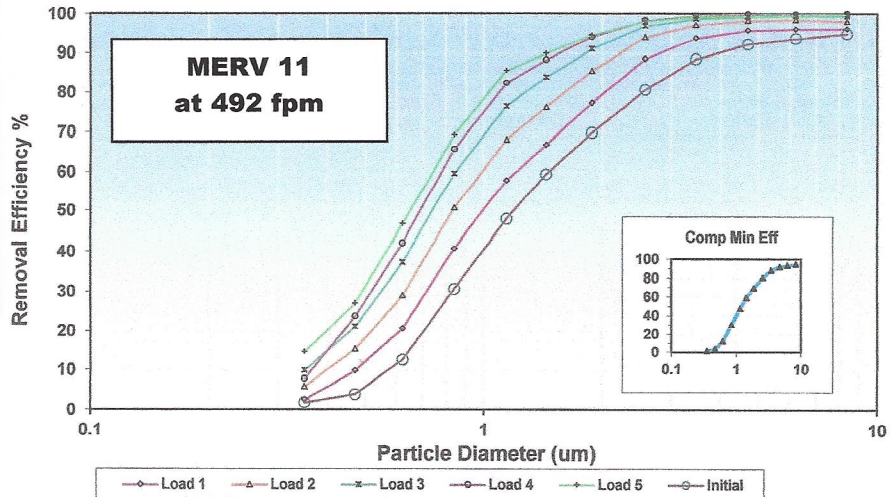
Fiber Bond has a policy of continuous improvement and reserves the right to alter design and specifications without notice.

July 2014

**Air Flow vs Resistance Clean Device**

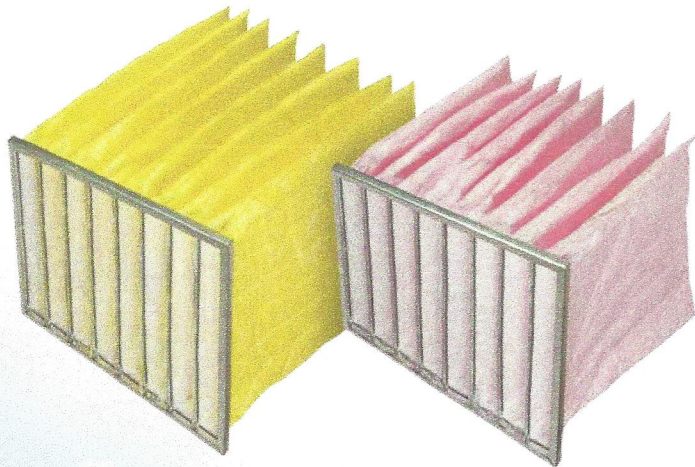


**Particle Size Removal Efficiency**





## CI **Ever Pak**<sup>®</sup> Multi-Pocket Filters MERV 13 & 15



CI **Ever Pak**<sup>®</sup> Multi-Pocket Filters are engineered with superior performance criteria in all facets of filtration including efficiency, resistance, and dust-holding capacity to address today's challenging HVAC system requirements.

As a part of the most advanced and innovative line of HVAC filtration products, the CI **Ever Pak**<sup>®</sup> Multi-Pocket Filters combine an excellent initial and lifecycle resistance with a high dust-holding capacity. This combination provides optimum filter performance — creating the energy and operating cost savings desired in the demanding HVAC market. The CI **Ever Pak**<sup>®</sup> Multi-Pocket Filter is backed by the outstanding customer service and on-time delivery that customers have come to expect from Columbus Industries.

### Description and Benefits

The CI **Ever Pak**<sup>®</sup> Multi-Pocket Filters are one of the best and most economical choices for extended-surface, high-efficiency filtration. Each filter utilizes a technologically advanced media that incorporates a dual-layer, gradient-density fiber structure that results in exceptionally low air flow resistance, at the highest efficiency levels — reducing both energy and operating costs.

These high-performance filters will improve indoor air quality and remove contaminants from HVAC environments. The CI **Ever Pak**<sup>®</sup> Multi-Pocket Filters are engineered to protect both expensive HVAC equipment and workers from dirty air and its damaging effects. The user-friendly filter is also lightweight, durable and easy to install.

The CI **Ever Pak**<sup>®</sup> Multi-Pocket Filters are assembled with a rigid, aerodynamic media pocket that is bonded to a metal support channel. The pockets are then inserted and bonded to a non-corrosive metal frame, and mechanically fastened together for added strength and durability. Each stage of the assembly process is quality controlled to ensure the performance, consistency and durability of each filter. These design and construction features combine to produce the best all-around performance in air flow, efficiency and dust-loading uniformity.

Looking for LEED certification? The CI **Ever Pak**<sup>®</sup> Multi-Pocket Filters are the perfect solution if you want to specify or upgrade your current filtration to meet LEED certification requirements. With these high-performance filters, your facility can gain points toward LEED certification — without incurring large operating cost increases. The CI **Ever Pak**<sup>®</sup> Multi-Pocket Filter meets efficiency standards outlined in the LEED program for new construction and existing buildings.

### Features and Applications

#### Features:

- Provides a low initial resistance
- Provides low energy consumption
- Provides low operating cost
- Meets requirements for LEED certification
- Provides a rigid self-supporting pocket

#### Applications:

- Commercial and industrial facilities
- Pharmaceutical
- Government and educational facilities
- Hospitals
- Paint booth/finishing

#### Technical:

- Available in a variety of sizes, depths and configurations
- Available in MERV 13 and 15
- Self-sealing option available
- Tested in accordance with ASHRAE Test Standard 52.2-2007
- UL Standard 900 tested and approved
- 100% synthetic media
- Temperature rated up to 160°F

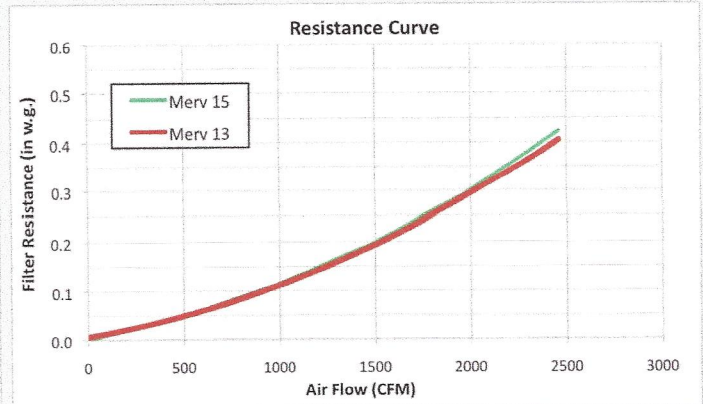
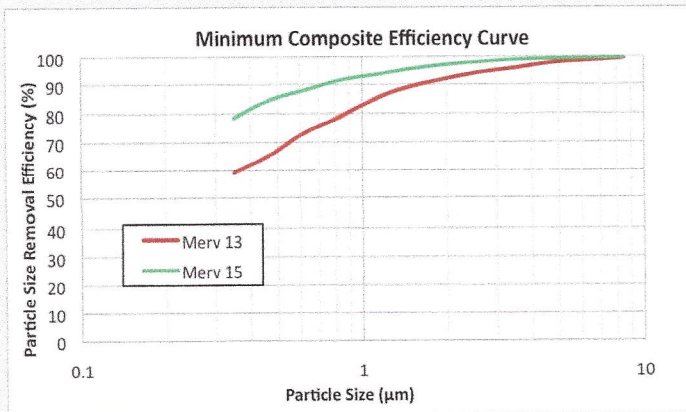


# CI Ever Pak® Multi-Pocket Filters

Filter Size Nominal (WxHxD)	Filter Exact Size (WxHxD)	# of Pockets	Media Area Sq Ft	Rated Air Flow Capacity (CFM)			Initial Air Flow Resistance* (in w.g.)			Initial Air Flow Resistance* (in w.g.)		
							MERV 13			MERV 15		
				Low	Med	High	Low	Med	High	Low	Med	High
24 x 24 x 26	23-3/8 x 23-3/8 x 26	8	75	1500	2000	2500	0.18	0.28	0.41	0.19	0.29	0.42
20 x 24 x 26	19-3/8 x 23-3/8 x 26	5	47	1200	1600	2000	0.18	0.28	0.41	0.19	0.29	0.42
20 x 20 x 26	19-3/8 x 19-3/8 x 26	5	42	1050	1400	1750	0.18	0.28	0.41	0.19	0.29	0.42
12 x 24 x 26	11-3/8 x 23-3/8 x 26	4	38	750	1000	1250	0.18	0.28	0.41	0.19	0.29	0.42
24 x 24 x 22	23-3/8 x 23-3/8 x 22	8	61	1000	1500	2000	0.15	0.27	0.40	0.15	0.27	0.40
24 x 24 x 22	23-3/8 x 23-3/8 x 22	6	46	1000	1500	2000	0.17	0.29	0.42	0.17	0.29	0.42
20 x 24 x 22	19-3/8 x 23-3/8 x 22	5	38	800	1200	1600	0.15	0.27	0.40	0.15	0.27	0.40
20 x 20 x 22	19-3/8 x 19-3/8 x 22	5	34	700	840	1120	0.15	0.27	0.40	0.15	0.27	0.40
12 x 24 x 22	11-3/8 x 23-3/8 x 22	4	30	500	750	1000	0.15	0.27	0.40	0.15	0.27	0.40
12 x 24 x 22	11-3/8 x 23-3/8 x 22	3	23	500	750	1000	0.17	0.29	0.42	0.17	0.29	0.42
24 x 24 x 19	23-3/8 x 23-3/8 x 19	8	55	1000	1500	2000	0.14	0.26	0.39	0.15	0.27	0.40
24 x 24 x 19	23-3/8 x 23-3/8 x 19	6	41	1000	1500	2000	0.16	0.28	0.41	0.17	0.29	0.42
20 x 24 x 19	19-3/8 x 23-3/8 x 19	5	34	800	1200	1600	0.14	0.26	0.39	0.15	0.27	0.40
20 x 20 x 19	19-3/8 x 19-3/8 x 19	5	30	700	840	1120	0.14	0.26	0.39	0.15	0.27	0.40
12 x 24 x 19	11-3/8 x 23-3/8 x 19	4	27	500	750	1000	0.14	0.26	0.39	0.15	0.27	0.40
12 x 24 x 19	11-3/8 x 23-3/8 x 19	3	21	500	750	1000	0.16	0.28	0.41	0.17	0.29	0.42
24 x 24 x 15	23-3/8 x 23-3/8 x 15	6	33	1000	1500	2000	0.21	0.36	0.50	0.22	0.37	0.52
20 x 24 x 15	19-3/8 x 23-3/8 x 15	5	27	800	1200	1600	0.21	0.36	0.50	0.22	0.37	0.52
20 x 20 x 15	19-3/8 x 19-3/8 x 15	5	24	700	840	1120	0.21	0.36	0.50	0.22	0.37	0.52
12 x 24 x 15	11-3/8 x 23-3/8 x 15	3	16	500	750	1000	0.21	0.36	0.50	0.22	0.37	0.52
24 x 24 x 12	23-3/8 x 23-3/8 x 12	10	43	1000	1500	2000	0.24	0.45	0.70	0.25	0.47	0.72
20 x 24 x 12	19-3/8 x 23-3/8 x 12	5	22	800	1200	1600	0.24	0.45	0.70	0.25	0.47	0.72
20 x 20 x 12	19-3/8 x 19-3/8 x 12	5	19	700	840	1120	0.24	0.45	0.70	0.25	0.47	0.72
12 x 24 x 12	11-3/8 x 23-3/8 x 12	5	22	500	750	1000	0.24	0.45	0.70	0.25	0.47	0.72

\* Based on a 24 x 24 x 26 8-pocket filter

\*\* Additional sizes are available.



Reorder #: DST-321  
Revised 10/2015

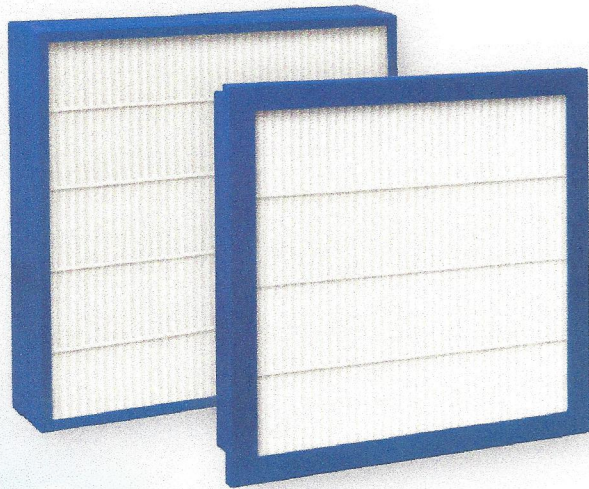
Performance Engineered Air Filter Products  
**CI Columbus Industries, Inc.**

2938 State Route 752 • P.O.Box 257 • Ashville, Ohio 43103-0257  
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www.colind.com • E-mail: ci@colind.com





## CI 4" MICRO SHIELD® Mini-Pleated Filters MERV 12, 14/14A & 15



## Best in Class!

CI 4" **MICRO SHIELD**® Mini-Pleated Filters are engineered with superior performance criteria in all facets of filtration including efficiency, resistance and dust-holding capacity to address today's challenging HVAC system requirements.

As a part of the most advanced and innovative line of HVAC filtration products, the CI 4" **MICRO SHIELD**® MP Filter combines an excellent initial and lifecycle resistance with a high dust-holding capacity. This combination provides optimum filter performance — creating the energy and operating cost savings desired in the demanding HVAC market. The CI 4" **MICRO SHIELD**® MP Filter is backed by the outstanding customer service and on-time delivery that customers have come to expect from Columbus Industries.

*The CI 4" **MICRO SHIELD**® Mini-Pleated Filter replaces a wide range of Rigid Box, 2V and other 4" Mini-Pleat products.*

### Description and Benefits

CI 4" **MICRO SHIELD**® MP Filters are an economical choice for extended surface, high-efficiency air filtration requirements. Each filter utilizes a technologically advanced media that incorporates a dual-layer, gradient-density fiber structure that results in exceptionally low airflow resistance, at the highest efficiency levels — reducing both energy and operating costs.

These high-performance filters will improve indoor air quality and remove contaminants from HVAC environments. The CI 4" **MICRO SHIELD**® MP Filter is engineered to protect both expensive HVAC equipment and people from dirty air and its damaging effects. The user-friendly filter is also fully incinerable, lightweight, durable and easy to install.

The self-supported 4" **MICRO SHIELD**® MP Filter utilizes a geometrically formed pleat pack. Each pleat pack is further strengthened with rigid, mechanical pleat separators. The pack is then sealed into an all-plastic frame. Each stage of the assembly process is quality controlled to ensure the filter's performance, consistency and durability. These design and construction features combine to produce the best all-around performance in airflow, efficiency and dust-loading uniformity.

Looking for LEED certification? The CI 4" **MICRO SHIELD**® MP Filters are the perfect solution if you want to specify or upgrade your current filtration to meet LEED certification requirements. With these high-performance filters, your facility can gain points toward LEED certification — without incurring large operating cost increases. The CI 4" **MICRO SHIELD**® Mini-Pleated Filter meets efficiency standards outlined in the LEED program for new construction and existing buildings.

### Quick Facts

#### Features:

- Provides lower initial resistance
- Provides lower energy consumption and operating cost
- Meets requirements for LEED certification
- Provides an economical and high efficiency upgrade for most applications
- Easy installation

#### Applications:

- Commercial and industrial facilities
- Government and educational facilities
- Paint booth/finishing
- Hospitals, research labs and pharmaceuticals
- Airports
- Electrical manufacturing
- Power generators

#### Technical Information:

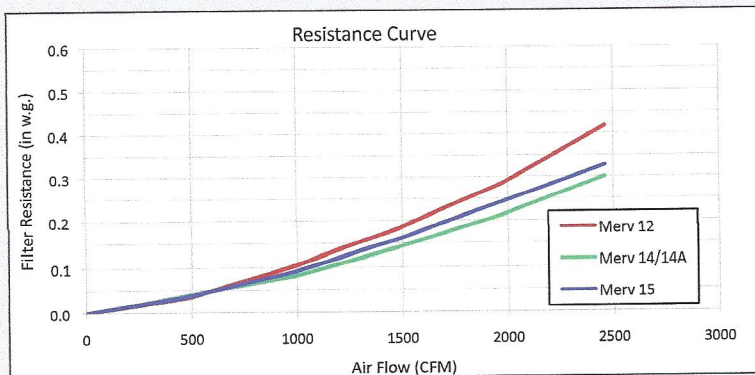
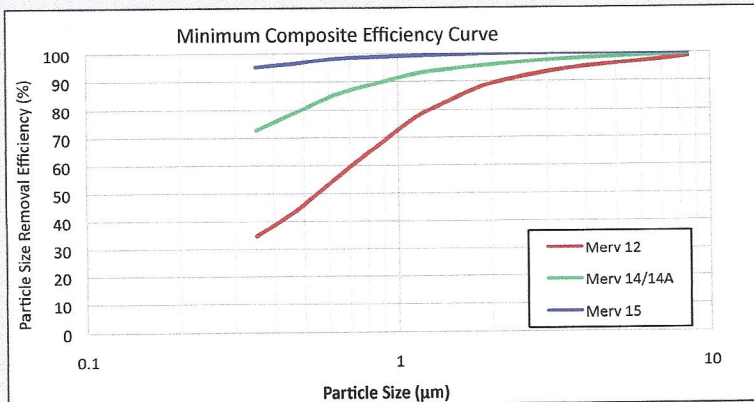
- Available in variety of standard sizes
- Available in MERV 12, 14/14A and 15
- Tested in accordance with ASHRAE Test Standard 52.2-2007
- MERV 14/14A model tested in accordance with ASHRAE Test Standard 52.2-2007 Appendix J conditioning step
- UL Standard 900 tested and approved
- Temperature rated up to 160°F
- Fully incinerable
- Available with or without gasket
- Header and non-header versions available in a variety of sizes



# CI 4" MICRO SHIELD® Mini-Pleated Filters

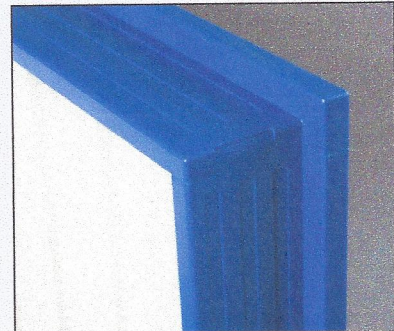
	Filter Size Nominal	Filter Size Exact	Rated Air Flow Capacity (CFM)			Initial Air Flow Resistance (in w.g.)			Media Area	
			Low	Med	High	Low	Med	High	Std	Hdr
MERV 12	12 X 24 X 4	11-3/8 X 23-3/8 X 3-3/4	600	1000	1250	0.14	0.28	0.43	33	30
	20 X 20 X 4	19-3/8 X 19-3/8 X 3-3/4	830	1390	1740	0.14	0.28	0.43	47	44
	20 X 24 X 4	19-3/8 X 23-3/8 X 3-3/4	1000	1670	2080	0.14	0.28	0.43	57	52
	24 X 24 X 4	23-3/8 X 23-3/8 X 3-3/4	1200	2000	2500	0.14	0.28	0.43	69	65
MERV 14/14A	12 X 24 X 4	11-3/8 X 23-3/8 X 3-3/4	600	1000	1250	0.11	0.21	0.30	33	30
	20 X 20 X 4	19-3/8 X 19-3/8 X 3-3/4	830	1390	1740	0.11	0.21	0.30	47	44
	20 X 24 X 4	19-3/8 X 23-3/8 X 3-3/4	1000	1670	2080	0.11	0.21	0.30	57	52
	24 X 24 X 4	23-3/8 X 23-3/8 X 3-3/4	1200	2000	2500	0.11	0.21	0.30	69	65
MERV 15	12 X 24 X 4	11-3/8 X 23-3/8 X 3-3/4	600	1000	1250	0.12	0.24	0.33	33	30
	20 X 20 X 4	19-3/8 X 19-3/8 X 3-3/4	830	1390	1740	0.12	0.24	0.33	47	44
	20 X 24 X 4	19-3/8 X 23-3/8 X 3-3/4	1000	1670	2080	0.12	0.24	0.33	57	52
	24 X 24 X 4	23-3/8 X 23-3/8 X 3-3/4	1200	2000	2500	0.12	0.24	0.33	69	65

\*Also available in 16 X 20, 16 X 25, and 20 X 25 sizes



Newly designed stronger frames are available with or without gaskets.

Header version



Non-header version



Performance Engineered Air Filter Products  
**CI Columbus Industries, Inc.**

2938 State Route 752 • P.O. Box 257 • Ashville, Ohio 43103-0257  
 Phone: 740.983.2552 • Fax: 740.983.4622  
 www.colind.com • E-mail: ci@colind.com



## CI Rigid Box Filters MERV 13 & 15



CI Rigid Box Filters are engineered with superior performance criteria in all facets of filtration including efficiency, resistance, and dust-holding capacity to address today's challenging HVAC system requirements. As a part of the most advanced and innovative line of HVAC filtration products, the CI Rigid Box Filter combines an excellent initial and lifecycle resistance with a high dust-holding capacity. This combination provides optimum filter performance — creating the energy and operating cost savings desired in the demanding HVAC market. The CI Rigid Box Filter is backed by the outstanding customer service and on-time delivery that customers have come to expect from Columbus Industries.

### Description and Benefits

CI Rigid Box Filters are high-efficiency air filters designed to handle virtually any HVAC application, including high-moisture or variable air-volume systems. Each filter utilizes a technologically advanced media that incorporates a dual-layer, gradient-density fiber structure that results in exceptionally low airflow resistance, at the highest efficiency levels – reducing both energy and operating costs.

These high-performance filters will improve indoor air quality and remove contaminants from HVAC environments. The CI Rigid Box Filter is engineered to protect both expensive HVAC equipment and workers from dirty air and its damaging effects. The user-friendly filter is also lightweight, durable and easy to install.

CI Rigid Box Filter has a uniquely engineered media that is bonded to an expanded metal backing. The media is then formed into a pleat pack that is supported with contoured plastic pleat separators. The pleat pack is then sealed on all four sides to a non-corrosive metal frame. A cross strap support system is then applied, adding to the filter's integrity and durability. Each stage of our assembly process is quality controlled to ensure the performance, consistency and durability of each filter. These design and construction features combine to produce the best all-around performance in airflow, efficiency and dust-loading uniformity.

Looking for LEED certification? The CI Rigid Box Filters are the perfect solution if you want to specify or upgrade your current filtration to meet LEED certification requirements. With these high-performance filters, your facility can gain points toward LEED certification – without incurring large operating cost increases. The CI Rigid Box Filter meets efficiency standards outlined in the LEED program for new construction and existing buildings.

### Quick Facts

#### Features:

- Provides lower initial resistance
- Provides lower energy consumption
- Provides lower operating cost
- Meets requirements for LEED certification
- Provides a rigid filter for variable air systems

#### Applications:

- Commercial and industrial facilities
- Pharmaceutical
- Government and educational facilities
- Hospitals
- Paint booth/finishing

#### Technical:

- Available in a variety of standard sizes
- Available in MERV 13 and 15
- Tested in accordance with ASHRAE Test Standard 52.2-2007
- UL Standard 900 tested and approved
- Temperature rated up to 160°F



# CI Rigid Box Filters

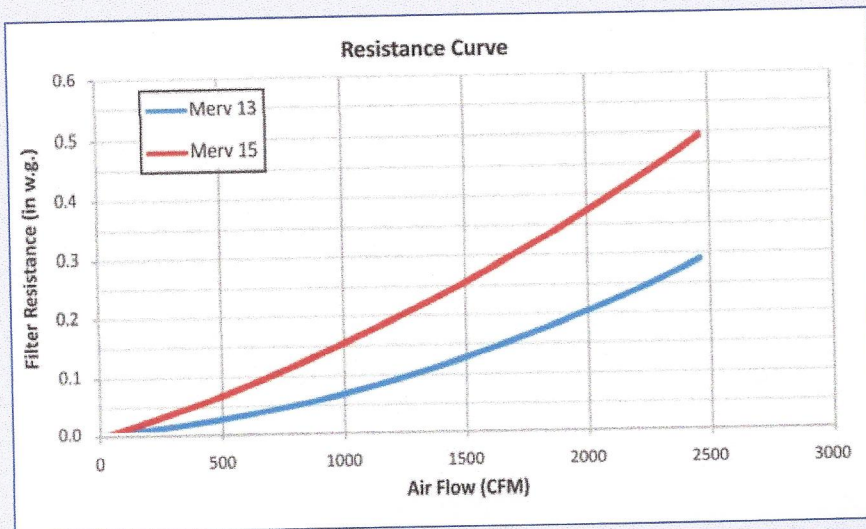
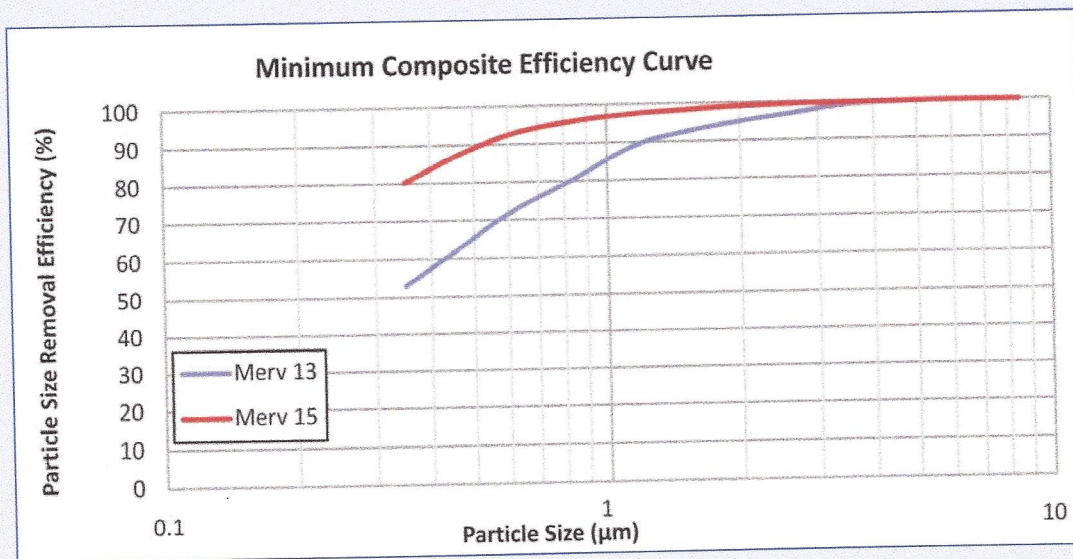
MERV 13

Filter Size Nominal	Filter Size Exact	Rated Air Flow Capacity (CFM)			Initial Air Flow Resistance (in w.g.)			Media Area	
		Low	Med	High	Low	Med	High	Std	Hdr
12x24x12	11-3/8x23-3/8x11-1/2	600	1000	1250	0.08	0.20	0.29	32.0	25.0
20x20x12	19-3/8x19-3/8x11-1/2	830	1390	1740	0.08	0.20	0.29	41.0	38.0
20x24x12	19-3/8x23-3/8x11-1/2	1000	1670	2080	0.08	0.20	0.29	49.0	46.0
24x24x12	23-3/8x23-3/8x11-1/2	1200	2000	2500	0.08	0.20	0.29	60.0	53.0

MERV 15

12x24x12	11-3/8x23-3/8x11-1/2	600	1000	1250	0.17	0.36	0.5	32.0	25.0
20x20x12	19-3/8x19-3/8x11-1/2	830	1390	1740	0.17	0.36	0.5	41.0	38.0
20x24x12	19-3/8x23-3/8x11-1/2	1000	1670	2080	0.17	0.36	0.5	49.0	46.0
24x24x12	23-3/8x23-3/8x11-1/2	1200	2000	2500	0.17	0.36	0.5	60.0	53.0

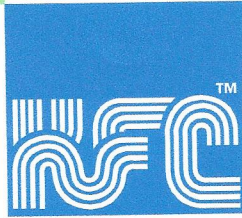
\*Header models will have an increase in initial resistance of 0.03



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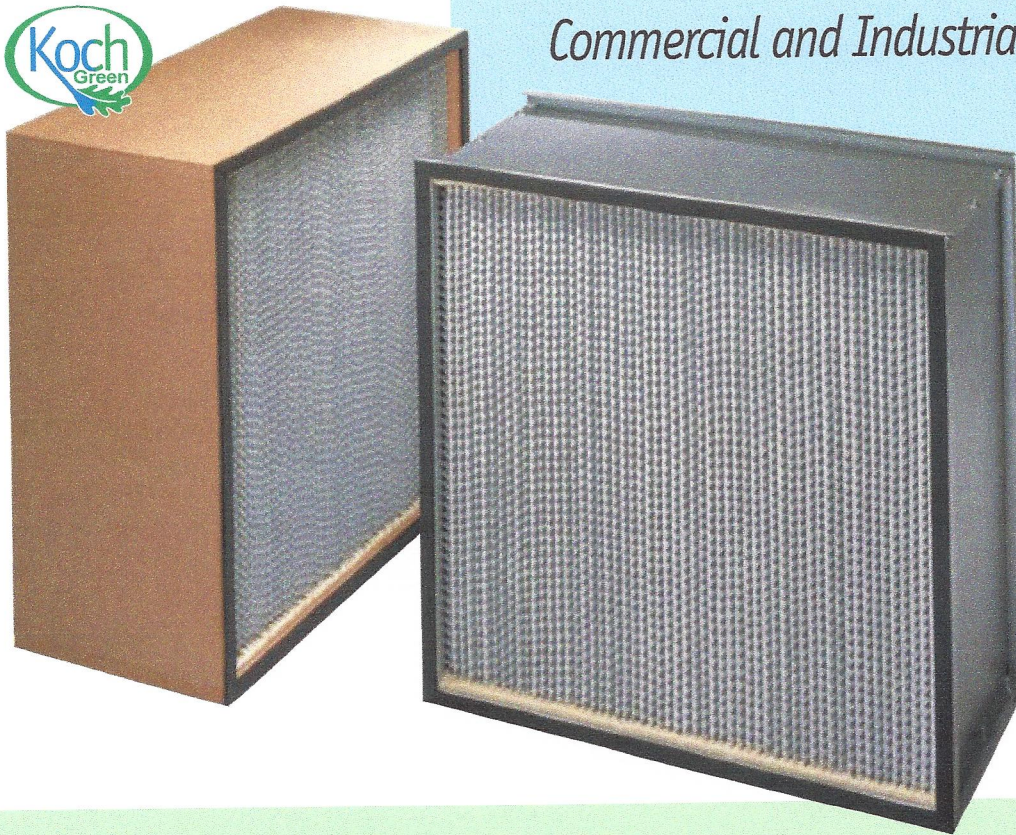




**Koch Filter Corporation**  
Filtration Products Crafted with Pride

# BioMAX™

*A Complete Line of HEPA Filters for Hospital,  
Commercial and Industrial Applications*



- Available in three efficiencies on 0.3 micron size particles:  
99.97% and 99.99% HEPA (High Efficiency Particulate Air Filters)  
99.999% ULPA (Ultra Low Penetration Air Filters)
- Standard and High Capacity Models
- Multiple Cell Side options
- Factory tested for efficiency and performance

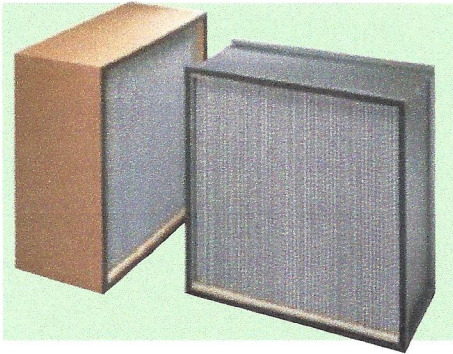
**Koch Filter Corporation...Durable. Reliable. Versatile.**

Bulletin No. K-603A



## BioMAX HEPA Filters

**Koch Filter Corporation BioMAX HEPA Filters** are designed to provide the highest level of filtration available for commercial and industrial applications. They are widely used in hospitals, clean rooms, pharmaceutical plants, and in hundreds of other systems where clean air is critical in the protection of people, processes and equipment.



BioMAX HEPA Filters are constructed using the highest quality components available and are available in efficiencies of 99.97%, 99.99% and 99.999% on 0.3 micron size particles.

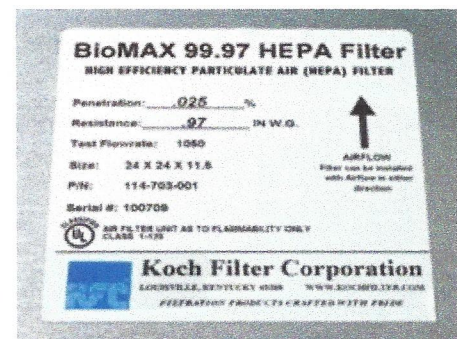
Standard construction BioMAX HEPA Filters are manufactured with galvanized steel cell sides (UL Class 1) or particle board cell sides (UL Class 2). Multiple cell side options are also available.

## BioMAX Performance Testing

Prior to shipment, BioMAX HEPA Filters are tested individually for efficiency utilizing non-toxic polyalphaolefin (PAO) to insure that every filter meets the customer's required efficiency specifications.

Following the individual efficiency test, depending on the acceptance criteria chosen by the customer, BioMAX filters may also be scanned for pinhole leaks with the use of a specialized high intensity light or a custom-built laser photometer.

After testing to the customer's criteria, each filter is certified and labeled with its own serial number. All data is recorded and retained internally.



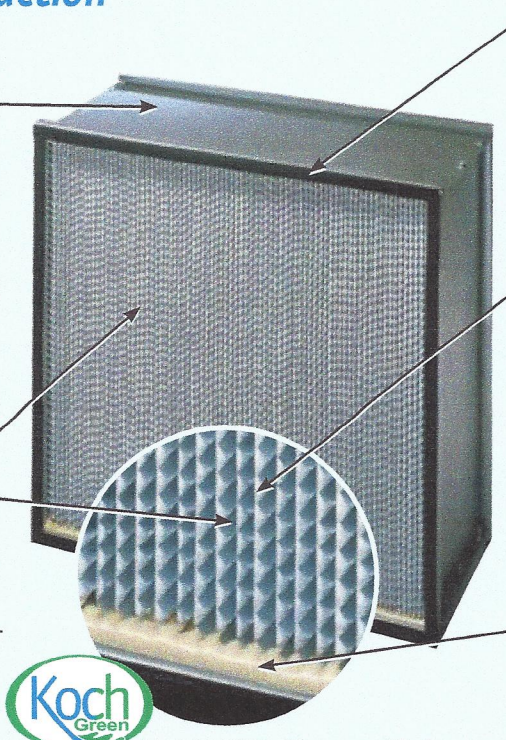
## BioMAX Construction

### Cell Sides

Standard BioMAX HEPA Filters are constructed with a choice of either 18 gauge galvanized steel or durable particle board cell sides. For more specialized applications, multiple cell side options are available including stainless steel, aluminum, and aluminized steel.

### High Efficiency Filter Media

BioMAX media is produced from submicron glass fibers formed into a water-resistant, high efficiency, high density wet-laid paper mat. The media is fire retardant to 1000°F (538°C).



### Gaskets

Standard BioMAX HEPA Filters are furnished with neoprene gaskets  $\frac{1}{4}$ " x  $\frac{11}{16}$ ". The gasket is installed on the downstream side of the filter to prevent leakage between the filter and the frame upon installation in the filter housing (High temperature silicone and other gasket materials are also available).

### Rolled Double-Edge Aluminum Separators

Precision-crafted corrugated aluminum separators maintain exact pleat spacing and ensure proper airflow throughout the filter's lifecycle. The leading edge of each separator is rolled over to create a separator that is twice as strong to avoid damage to the air filter media (Vinyl-coated separators are available for applications with corrosive environments).

### Adhesive Sealant

The media pack in BioMAX HEPA filters is completely sealed to the cell side frame with a specially-designed polyurethane foam bond. As the adhesive cures, the material expands into the media pack eliminating leaks.



BioMAX HEPA filters qualify for the Koch Green Icon



## BioMAX Versatility

**BioMAX HEPA Filters** are extremely versatile and are used in a wide variety of filtration systems worldwide. In order to meet the wide range of airflow requirements, atmospheric conditions, and pressure drop parameters found in these diverse applications, Koch offers the BioMAX in two media area capacity levels and in multiple construction configurations for specialized applications.

### Two Media Area Capacity Options



#### Standard Capacity BioMAX

Standard Capacity BioMAX Filters offer an excellent combination of high efficiency, factory tested performance, and economical initial purchase price.

The filter is designed to operate under normal conditions, with the 12" deep model capable of maintaining a pressure drop of 1.0" w.g. at airflows up to 260 feet per minute.

Standard Capacity BioMAX Filters are offered with wood or metal cell sides in efficiencies of 99.97%, 99.99%, and 99.999% on 0.3 micron particles.

#### High Capacity BioMAX HC

High Capacity BioMAX HC Filters are designed to operate in applications with higher airflows up to 500 FPM (Feet per Minute). Constructed with approximately 50% more filter media than Standard Capacity Filters, High Capacity BioMAX HC Filters can operate at velocities up to 2000 CFM with only a slight increase in pressure drop and offer several additional performance advantages:

- Lower average pressure drop at equivalent airflows.
- Can operate at higher airflows with only slight increase in resistance.
- Extended media area means longer service life, fewer filter changes, and reduced maintenance and disposal costs.
- Reduced space requirements for filter banks, fewer filters required.
- Excellent choice for new systems and renovations of existing systems.



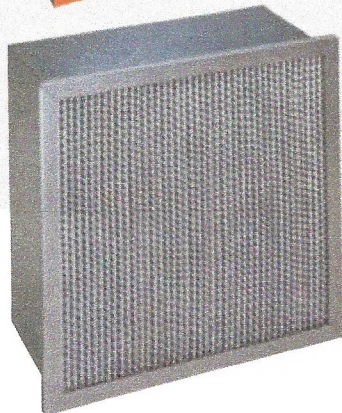
High Capacity BioMAX Filters are offered with wood or metal cell sides in efficiencies of 99.97%, 99.99%, and 99.999% on 0.3 micron particles.

### BioMAX Filters for Specialized Applications



#### BioMAX High Temperature HEPA Filters

Several models are available for use in systems with above-normal operational temperatures.



#### BioMAX 95% DOP Filter

Bridges the gap between ASHRAE and HEPA efficiencies.

**Contact your Koch Filter Corporation representative for information about other specialized BioMAX models.**

### Optional BioMAX Components and Features

#### Cell Side Options

18 gauge galvanized steel (standard metal)  
Particle board (standard wood)  
304 Stainless steel  
16 gauge galvanized steel  
Aluminized steel  
Aluminum  
Plywood

#### Separator Options

Corrugated aluminum (standard)  
PVC coated aluminum

#### Gasket Options

Neoprene (standard downstream)  
Silicone  
Fiberglass Rope  
*BioMAX are furnished standard with gasket downstream. Also available with gasket on both sides or with no gasket.*

#### Sealant Options

Polyurethane Foam (standard)  
Solid Urethane (optional on some models)

#### Faceguards Options

Expanded galvanized steel  
Expanded aluminized steel  
Stainless steel

### Standard Cell Side Configurations (side view)



#### Double Turned Flange

*Standard configuration for metal-framed BioMAX Filters. Other metal frame configurations are available.*



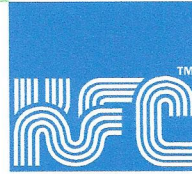
#### Box Style

*Standard configuration for wood-framed BioMAX Filters. Box style is also available in metal frame.*

*Some components and cell side configurations are not available on certain BioMax models. Contact your Koch representative for additional information on components, features and cell side configurations*



## BioMAX Technical Data



**Koch Filter Corporation**  
Filtration Products Crafted with Pride

Size H x W x D (inches)	Capacity (CFM)	99.97% Initial Pressure Drop	99.99% Initial Pressure Drop	99.999% Initial Pressure Drop
<b>BioMAX Standard Capacity</b>				
24 x 24 x 11½	1050	1.0" w.g.	1.0" w.g.	1.1" w.g.
12 x 24 x 11½	525	1.0" w.g.	1.0" w.g.	1.1" w.g.
23¾ x 23¾ x 11½	1000	1.0" w.g.	1.0" w.g.	1.1" w.g.
11¾ x 23¾ x 11½	475	1.0" w.g.	1.0" w.g.	1.1" w.g.
12 x 12 x 11½	275	1.0" w.g.	1.0" w.g.	1.1" w.g.
18 x 24 x 11½	800	1.0" w.g.	1.0" w.g.	1.1" w.g.
24 x 30 x 11½	1325	1.0" w.g.	1.0" w.g.	1.1" w.g.
30 x 24 x 11½	1325	1.0" w.g.	1.0" w.g.	1.1" w.g.
8 x 8 x 5⅝	60	1.0" w.g.	1.0" w.g.	1.1" w.g.
12 x 12 x 5⅝	140	1.0" w.g.	1.0" w.g.	1.1" w.g.
12 x 24 x 5⅝	265	1.0" w.g.	1.0" w.g.	1.1" w.g.
18 x 24 x 5⅝	420	1.0" w.g.	1.0" w.g.	1.1" w.g.
23¾ x 23¾ x 5⅝	520	1.0" w.g.	1.0" w.g.	1.1" w.g.
24 x 24 x 5⅝	550	1.0" w.g.	1.0" w.g.	1.1" w.g.
24 x 30 x 5⅝	690	1.0" w.g.	1.0" w.g.	1.1" w.g.
24 x 36 x 5⅝	820	1.0" w.g.	1.0" w.g.	1.1" w.g.
24 x 48 x 5⅝	1100	1.0" w.g.	1.0" w.g.	1.1" w.g.
24 x 60 x 5⅝	1365	1.0" w.g.	1.0" w.g.	1.1" w.g.
24 x 72 x 5⅝	1640	1.0" w.g.	1.0" w.g.	1.1" w.g.
30 x 24 x 5⅝	690	1.0" w.g.	1.0" w.g.	1.1" w.g.
30 x 30 x 5⅝	860	1.0" w.g.	1.0" w.g.	1.1" w.g.
30 x 36 x 5⅝	1030	1.0" w.g.	1.0" w.g.	1.1" w.g.
30 x 48 x 5⅝	1365	1.0" w.g.	1.0" w.g.	1.1" w.g.
30 x 60 x 5⅝	1700	1.0" w.g.	1.0" w.g.	1.1" w.g.
30 x 72 x 5⅝	2050	1.0" w.g.	1.0" w.g.	1.1" w.g.
36 x 24 x 5⅝	820	1.0" w.g.	1.0" w.g.	1.1" w.g.
36 x 30 x 5⅝	1030	1.0" w.g.	1.0" w.g.	1.1" w.g.
36 x 36 x 5⅝	1235	1.0" w.g.	1.0" w.g.	1.1" w.g.
36 x 48 x 5⅝	1640	1.0" w.g.	1.0" w.g.	1.1" w.g.
36 x 60 x 5⅝	2050	1.0" w.g.	1.0" w.g.	1.1" w.g.
36 x 72 x 5⅝	2460	1.0" w.g.	1.0" w.g.	1.1" w.g.
<b>BioMAX HC High Capacity</b>				
24 x 24 x 11½	2000	1.4" w.g.	1.4" w.g.	1.5" w.g.
12 x 24 x 11½	1000	1.4" w.g.	1.4" w.g.	1.5" w.g.
23¾ x 23¾ x 11½	1900	1.4" w.g.	1.4" w.g.	1.5" w.g.
11¾ x 23¾ x 11½	925	1.4" w.g.	1.4" w.g.	1.5" w.g.

**Additional BioMAX Information**

- Underwriter's Laboratories Classifications: a. Metal framed BioMAX HEPA Filters: UL Class 1. b. Wood framed BioMAX HEPA Filters: UL Class 2.
- Sizes listed above are actual filter sizes, excluding gaskets.
- Manufacturing tolerance: +0", -1/8".
- Install BioMax filters with pleats in vertical position.

**Corporate Offices**

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www.kochfilter.com

**Regional Sales Offices/Distribution Centers**

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Kansas City, MO • Louisville, KY\* • Madbury, NH • Nashville, TN • Rancho Cucamonga, CA\*

\*Denotes manufacturing site.

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Koch Filter Corporation maintains a policy of continuous product research and improvement, and retains the right to change product specification and design without notice.



Look for the Koch Green icon! Whenever you see the Koch Green icon, we are identifying a product that meets or exceeds our criteria in one or more of the following categories: Earns LEED Points, Reduces Energy Costs, Extends Filter Lifecycles, Conserves Resources, and Improves Indoor Environmental Quality.

Distributed by



# V4 Bank Filter

## Description

Designed to withstand high velocities and turbulence, the EFS V4 Bank is excellent for all types of air handling systems.

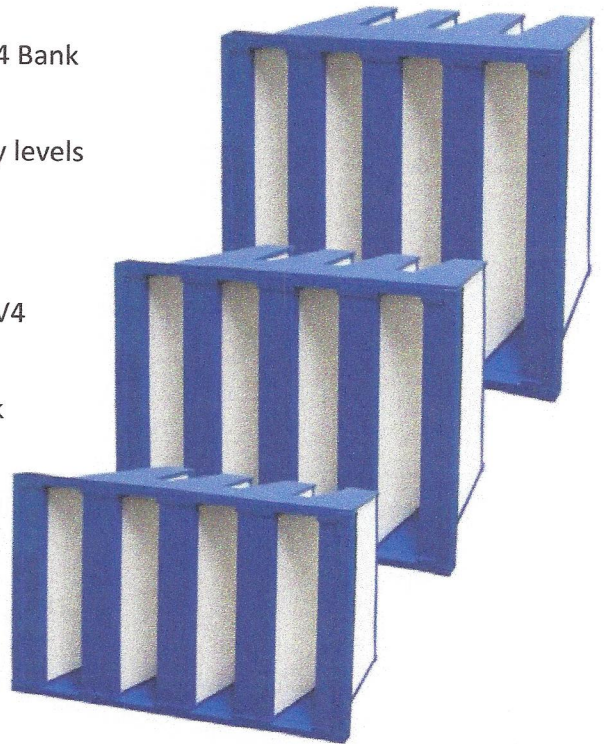
Provides exceptionally low pressure drop (.30") at high efficiency levels (65%/MERV 11 through 95+%/MERV 16).

Rigid frame construction prevents damage to media.

The frame dimensions, depth and filter performance of the EFS V4 Bank meet the requirements of standard air handling systems.

The filter element is free of metal parts which eliminates the risk of corrosion and punctures.

The EFS V4 Bank is light weight and easy to handle and provides for low-cost transport and disposal.

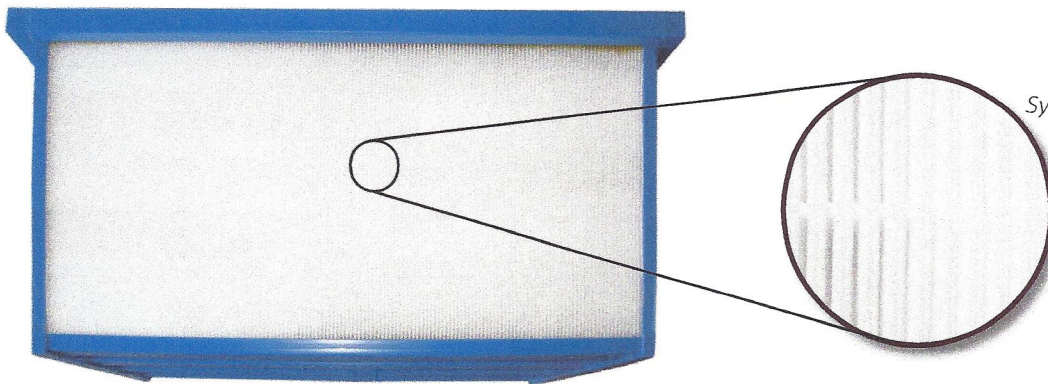


## Media

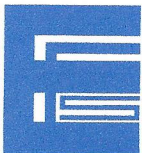
Synthetic media rated at ASHRAE 65% (MERV 11) through 95+% (MERV 16).

Non-shedding fibers are specially designed to resist moisture and chemicals.

Resists bacterial growth.



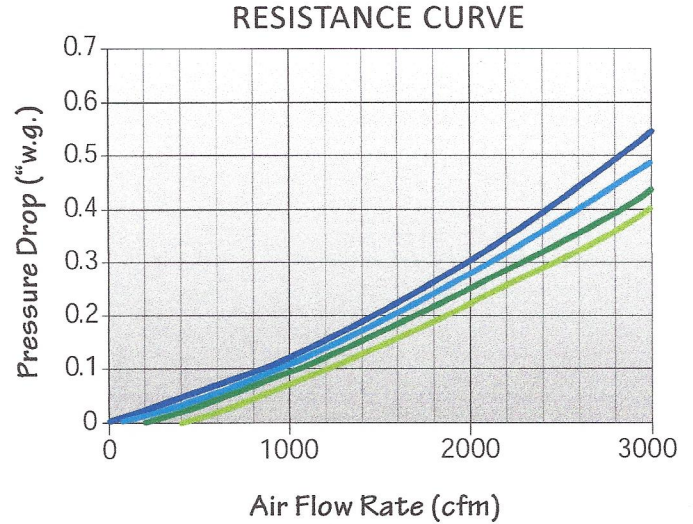
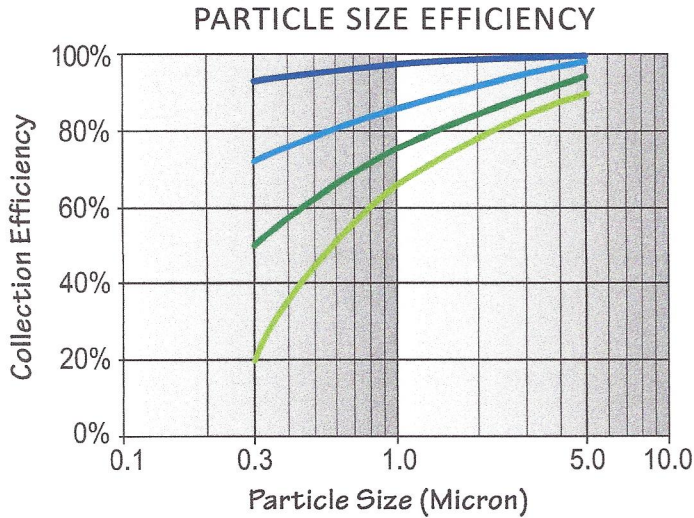
*Synthetic media resists bacterial growth.*



For your nearest dealer call:  
**1.800.796.4EFS (4337)**  
[EngineeredFiltrationSystems.com](http://EngineeredFiltrationSystems.com)



# V4 Bank Filter



## Performance Data

Performance	Unit	V4 65%	V4 75%	V4 85%	V4 95%
Rated Air Flow	cfm	2000	2000	2000	2000
Initial Resistance	"w.g.	.25	.27	.29	.30
Recommended Final Resistance*	"w.g.	1.5	1.5	1.5	1.5
Initial Efficiency*	%	65.0	70.0	79.0	95.0
Average Efficiency*	%	65.5	75.0	85.0	98.0
MERV Rating	@ 2000 cfm	11	13	14	16

## Dimensions Data

Size	Actual Dimensions (H X W X D)	Approx. Weight (lbs)	Media Area (sq. ft.)
24" x 24" x 12"	23 <sup>3</sup> / <sub>8</sub> " x 23 <sup>3</sup> / <sub>8</sub> " x 11 <sup>1</sup> / <sub>2</sub> "	12	204
20" x 24" x 12"	19 <sup>3</sup> / <sub>8</sub> " x 23 <sup>3</sup> / <sub>8</sub> " x 11 <sup>1</sup> / <sub>2</sub> "	10	170
12" x 24" x 12"	11 <sup>3</sup> / <sub>8</sub> " x 23 <sup>3</sup> / <sub>8</sub> " x 11 <sup>1</sup> / <sub>2</sub> "	9	102

## Application Parameters

Maximum Constant Temperature	175 F	Flammability	UL 900 Class 2
Relative Humidity	100%	California State Fire Marshal	170



For your nearest dealer call:  
**1.800.796.4EFS (4337)**  
 EngineeredFiltrationSystems.com





COILCLEAN INSTALLED

COMMERCIAL UV CoilCleaners

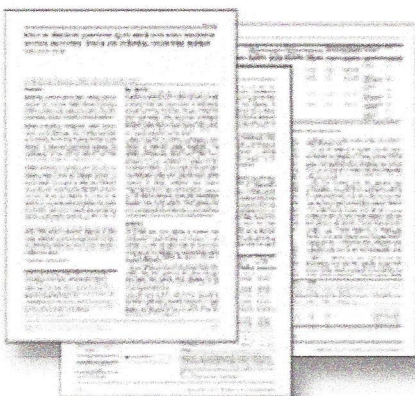
The patent pending Sanuvox CoilClean purifiers are designed to prevent and destroy mold and other microbial contaminants from rooftops coils, fan coils, walk-in A/C coils and the air. High-Intensity 19mm Quartz UVC (254nm) Lamps and High-Output Electronic Ballasts paired with Anodized Aluminum Parabolic Reflectors make the CoilClean Series incredibly effective.

Anodized Aluminum Parabolic Reflectors are able to direct virtually all the UV Energy onto the coil or the air. Besides increasing UV exposure, the Reflector also protects plastics and wiring from destructive UV rays. How powerful would a flashlight or headlight be without a reflector? UV Light is no different. Reflection is needed to direct the UVC energy where needed most. Using any other UV Lamp/Emitter will result in losing more than half the UV Intensity.

- Destroys mold and other microbial growth on the "Object" as well as biological odors
- Improves energy savings & reduces maintenance by keeping the coil clean
- High-Intensity 19mm UVC Quartz Lamp
- Patent pending Anodized Parabolic Reflector reflects and directs UV Energy while protecting plastics from destructive UV Rays
- University tested & results published in The Lancet Medical Journal
- Higher UV intensity & reliability than other UV Lamp / Emitters
- 5X longer warranty than competing products
- Optional building automation, electronics and software (see bottom of page 27 for full description)
- More than twice the operating life compared to competing products
- Ideally installed on the return side of the coil, requiring little or no maintenance



TESTING



In a two year double blind study published in The Lancet Medical Journal sponsored by The Medical Research Council and The National Institute for Occupational Safety and Health (NIOSH), McGill University Researchers found Sanuvox UV CoilClean Purifiers to:

- reduce microbial and endotoxin concentrations by 99%
- reduce respiratory symptoms by 40%
- reduce all symptoms by 20%

Visit [www.sanuvox.com/research](http://www.sanuvox.com/research)



## ULTRAVIOLET OBJECT PURIFIERS FOR MOLD & BACTERIA ON EVAPORATOR COILS

### CoilClean IL

The CoilClean IL is designed to be installed facing the return side (or supply side) of a commercial evaporator coil or fancoil, destroying and preventing mold and other microbial growth.

The CoilClean In-Line (IL) are available in 12", 18", 24", 30", 40", 50" & 60" Lamp lengths. A combination of CoilClean IL's can be used to accommodate any size coil. Lamp Change-out: Replace Lamps after 17,000 hours of operation. Warranty is 12,000 hours from installation.

### CoilClean RT

The Sanuvox CoilClean RT is an Ultraviolet Object Purifier specifically designed for exterior rooftop HVAC units. The CoilClean RT employs Patented Sanuvox Technology to keep the A/C coil free from biological contaminants including mold and fungus. The UV Purifier uses a weatherproof NEMA 4X Housing, a patent pending Reflector locking and alignment mechanism, a High Intensity 19mm Quartz Germicidal Lamp and an Aluminum Anodized Parabolic Reflector to direct the UV Energy that would otherwise be lost, ensuring a coil free from microbial growth. The CoilClean RT are available with 24", 30", & 40" Lamp lengths.

### CoilClean B30X

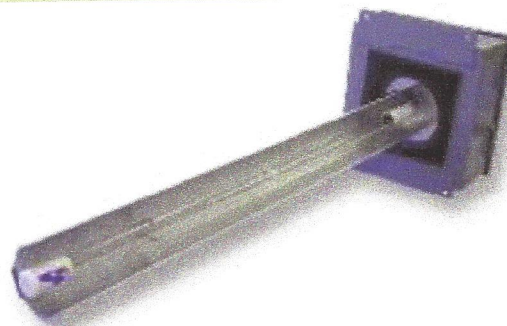
The Sanuvox B30X UV Air Purifier / CoilCleaner is designed for easy after market installation on Bard Wall Mount HVAC Units (can be easily adapted for other manufacturers). The B30X UV Air Purifier / CoilCleaner uses UV-C (254nm) and UV-V (187nm) Energy to destroy biochemical contaminants such as mold, mildew, fungus spores, formaldehyde, solvents and secondhand smoke. The B30X will also irradiate viruses and bacteria such as legionella, tuberculosis, MS2 and meningitis to name a few.

The patent pending Parabolic Reflector / Shield uses the full 360 degrees of UV Light to eradicate contaminants in the air and on the coil while protecting motor windings, plastics and people from UV exposure.

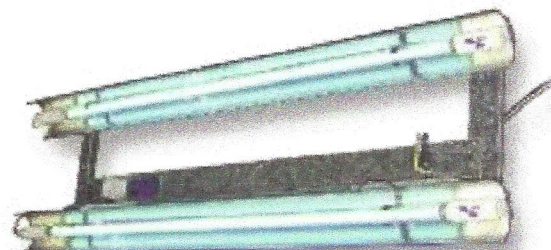
### COILCLEAN IL



### COILCLEAN RT



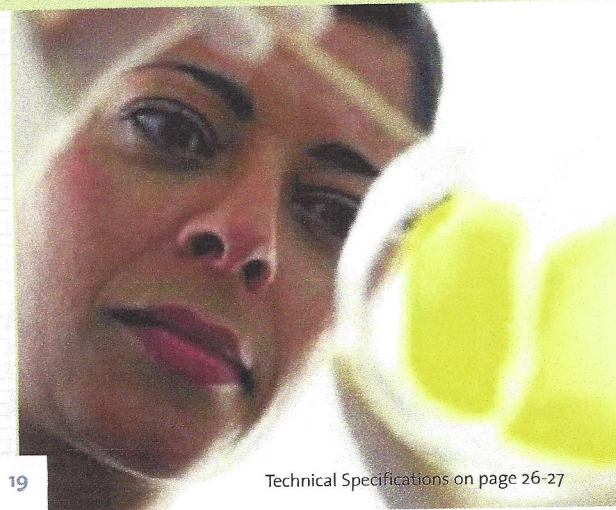
### COILCLEAN B30X



## TESTING

	BEFORE	AFTER	IAQ-STK™ GUIDELINES
Total Fungal Elements	1,103	391	100 cts/m <sup>3</sup>
Total Pollen	10	5	10 cts/m <sup>3</sup>
Skin Cell Fragments	3,805	1,149	2,500 cts/m <sup>3</sup>
Opaque Particles	108,207	18,621	50,000 cts/m <sup>3</sup>

Independent Laboratory tests showed dramatic IAQ improvement after the Sanuvox CoilClean B30X Purifier was installed.  
Source: Pure Air Control Services, Clearwater, FL







Sanuvox UV CoilClean Sizing Matrix Software empowers installers and end-users with an easy to use application to size their very own coils.

The easy-to-use software provides detailed information for all related issues in regards to sizing UV systems for coils.

Information provided include:

- How many UV CoilClean fixtures required on the user specified coil.
- User selects preference of Upstream or Downstream side of the coil.
- Illustrated mounting guide shows where the UV fixtures should be placed for maximum efficiency.
- Real-Time UV efficiency and kill rate are provided at "end of Lamp Life" which is at 17 000 hours of operation.
- Real-Time Kill Rate in minutes based on the resilient bacterial spore aspergillus Niger.

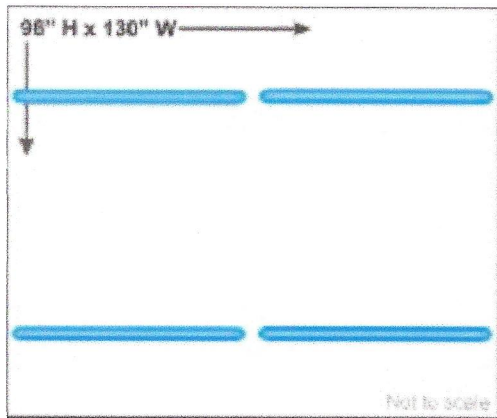
The Sanuvox Aluminum Parabolic Reflector\* directs virtually 100% of the germicidal UV energy produced onto the coil reducing the number of UV fixtures required, while dramatically extending effective Lamp life.

\*patent pending

EXAMPLES OF WHAT IS INCLUDED IN THE SIZING MATRIX

In this example, the UV CoilClean Sizing Matrix bases all calculations on an Upstream (return side) installation on a coil measuring 130" wide by 96" high. The following information is generated by the Matrix and provided in a user-friendly PDF report.

Figure A. Position of UV CoilClean ILs on the coil



This Coil requires two (2) rows of two (2) CoilClean IL 60" per row

Figure B. Measured UV intensity on the coil @ 18"

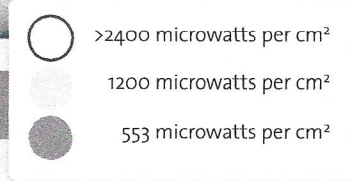
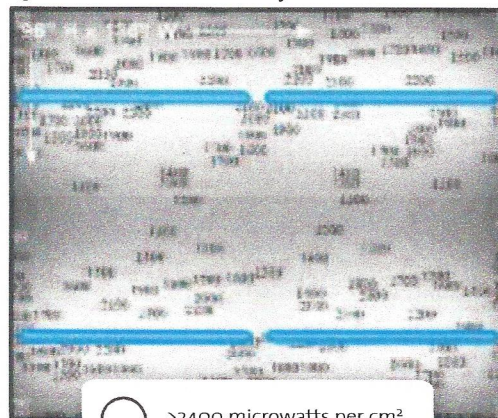
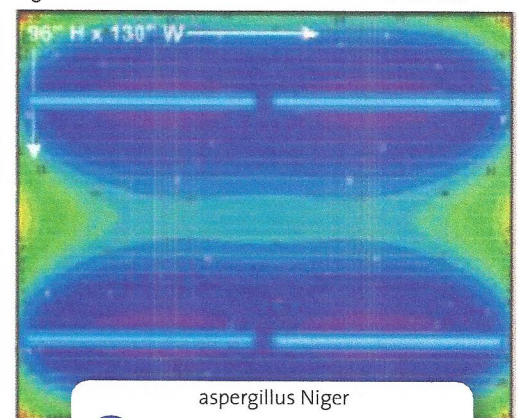
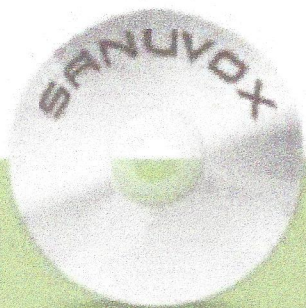


Figure C. Bio-contaminant survival time on the coil



The included Kill-Rates are based on "end of Lamp life" which is after 2 years of continuous operation (17 000 hours). Kill Rates from "Day 1" will be exponentially higher.

Aspergillus Niger will take 5 minutes (purple area) of irradiation for 99+% destruction. The 4 corners will be receiving the least amount of UV intensity (approx. 550 microwatts as per Figure B) requiring not more than 20 minutes for 99+% destruction. The average time across the coil for 99+% destruction will be 8 minutes.



Available at no-charge. Real-Time Sizing Software.

Call 1-888-726-8869 for your copy today.



- A concentrated, ready-to-use bacteriostat that is a fungistat and deodorant
- EPA registered for application in HVACR systems No. 9804-3-65516
- Can be fogged or sprayed
- Kills odors and controls bacteria
- Eliminates odors where they exist

## Description

Bio-Fresh cd is a ready-to-use bacteriostat, fungistat and deodorizer based upon chlorine dioxide technology. It is recommended for control of bacteria, mold, mildew, fungi and yeast in IAQ applications. Its EPA registration includes application in HVACR ventilating equipment, including coils, condensate pans, filters and duct-work.

## Application

Evaporator coils, condensate drain pans, filters and duct-work in air conditioning systems can be an excellent breeding ground for bacteria and mold. Left untreated, it can grow and eventually affect indoor air quality, a major concern of the IAQ movement today. Use of a product like Bio-Fresh cd in a total program such as Nu-Calgon's IAQ Assurance Program will correct this problem by inhibiting the growth of bacteria or mold.

## Packaging

1 quart bottle 4126-34

1 gallon bottle 4126-38

## Microbial Control

Bacteria and mold are everywhere in our environment. For many allergy sufferers, their presence and growth in the air handling system can significantly aggravate or even initiate an allergic response. Bio-Fresh cd can address this by preventing the growth of bacteria, mold, etc. It specifically reacts with the microbial's cell wall, interfering with and preventing their growth.

## Indoor Air Quality Products

### Bio-Fresh cd®



## Deodorization

The powerful active ingredient in Bio-Fresh cd oxidizes odors associated with bacteria, mold, mildew, smoke, animals, etc. in the air and in air handling units. The product does not cover up or mask the odor with alcohol or perfumes, it eliminates or "oxidizes" the source of the odor, leaving the air fresh and clean.

## Toxicity & Safety

An enhanced benefit of Bio-Fresh cd is its low toxicity and safety rating from the EPA. Bio-Fresh cd does not use any environmentally damaging propellants or flammable ingredients, and may be applied to occupied spaces.

## Bio-Fresh Fogger

The Bio-Fresh fogger (Part Number 4693-0) can be used to apply (fog) Bio-Fresh cd into duct-work or other ventilating systems.





## Using the Bio-Fresh Fogger

The Bio-Fresh fogger is made of a one-piece, seamless heavy-duty copolymer. It uses a 48" flexible hose to facilitate application into duct-work, and it is adjustable from 0–18 oz. per minute with particle sizes up to 80 microns. It is an ideal instrument for dispensing Bio-Fresh cd into enclosed ventilating duct-work for disinfecting the interior surfaces.

### General Guidelines

1. These directions pertain to the use of Bio-Fresh cd with the Bio-Fresh fogger. They do not apply to the use with other chemical compounds. The use of any other chemicals in a fogger that will be used with Bio-Fresh cd is discouraged. This eliminates the potential for contamination.
2. Bio-Fresh cd has low toxicity and is very safe, and it can therefore be applied when the living or office space is populated. However, it may be better to fog when the premises are vacant to help avoid difficulties with people that tend to be more susceptible or sensitive.
3. Bio-Fresh cd is a water-based product and should not be fogged on to or dripped on to any surface that can be stained or harmed by water. This includes carpet and floors.
4. Bio-Fresh cd is a biocide and should not come into contact with exotic fish or plants.
5. Do not apply Bio-Fresh cd to a dirty coil. Always clean coil and pan prior to application with one of Nu-Calgon's cleaning products.
6. When fogging, "wet" the surfaces, do not soak them.
7. Practice using the fogger with water prior to job. You will get a feel for how much product to apply into different areas of the system.

### Application Considerations

The fogger will dispense the Bio-Fresh cd from as small as a 16 micron particle size at the minimum setting (dial setting of 0.33 oz./min.) to as large as an 80 micron particle size at the maximum setting (three complete turns of the dial). For applying Bio-Fresh cd, a 30-50 micron particle size is desired as it will encourage the setting of the mist on surfaces (interior of duct) in a reasonable time.

Variations in job-site conditions such as ambient temperatures, air currents/movement within duct, etc. will affect application results moderately. It is therefore important that you monitor the job carefully.

Plan to use approximately 1 gallon of product per 2,000 sq. ft. of conditioned space. Take a few minutes to survey the system to determine how and where you will inject the Bio-Fresh cd.

Discuss this with the homeowner or building manager/owner, if possible.

Remove and clean all registers. Loosely tape brown butcher paper over each register to catch droplets as they could exit the duct. Be sure to leave plenty of room for air to escape. You may want to spread plastic on the floor under the register for extra protection.

Fog return air for 3 – 5 minutes with fan off. Continue to move fogger hose up and down to enhance coverage. Turning the fan on for short blasts of air movement will enhance fogging.

Access the system on the supply side of the coil. With the fan off, fog this side of the coil and pan.

As you fog, observe the direction of the drift. Normal air movement within duct should carry it one direction or another. Obviously, if a blower is used, the direction will be known ahead of time.

With the fan ON, fog Bio-Fresh cd into the duct system for 5 – 8 minutes or until you are confident of complete coverage. Continue to move the hose up and down for good coverage. It is a good idea to save some of the product in case you have to fog through some of the registers.

Check registers to see if the fog made it to the butcher paper. Paper will darken when wet. If fog does not make it to each register, it will be necessary to fog back through the register into the system.

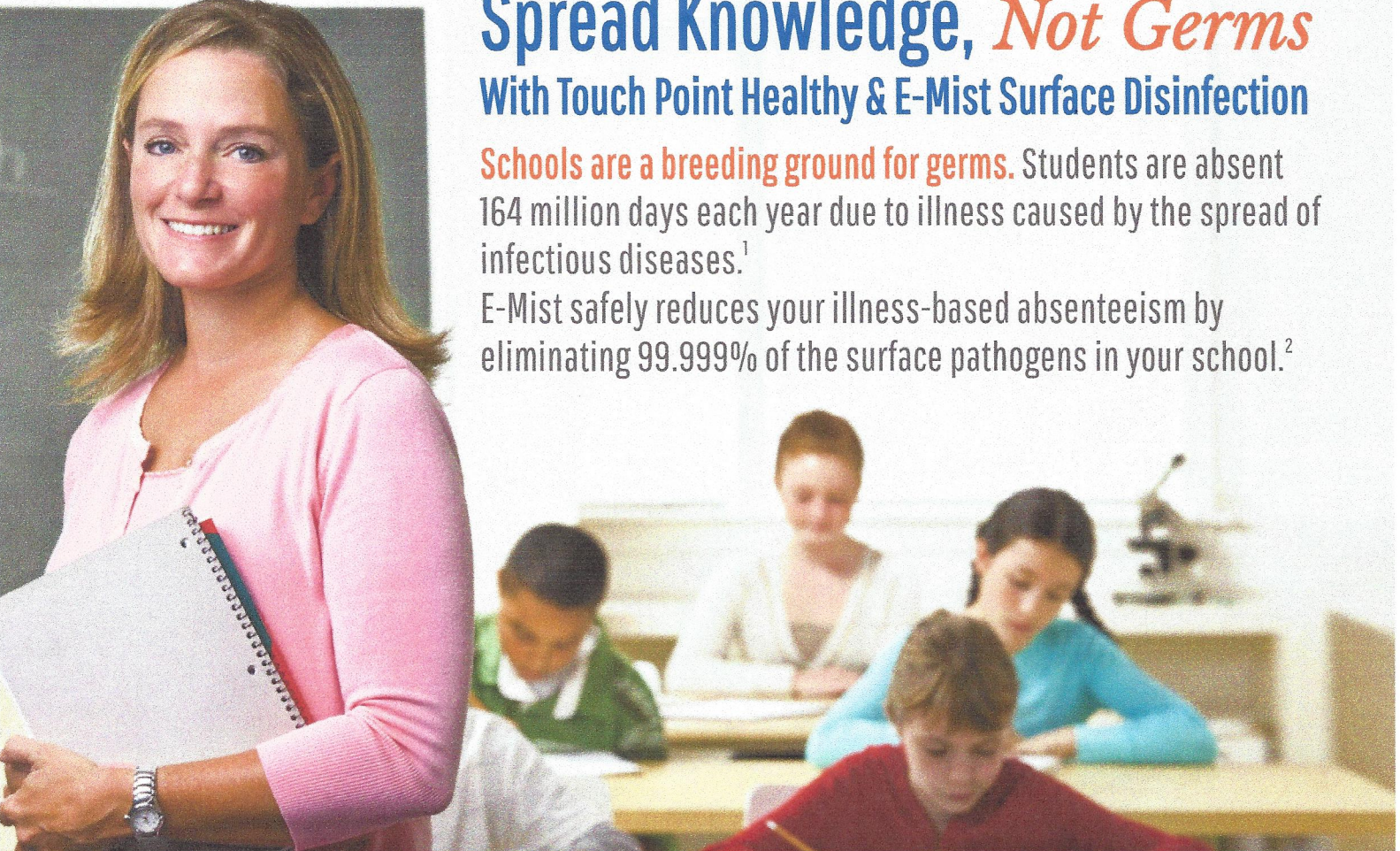
For ductless systems or common returns, simply lift the ceiling tiles every 15 – 20 ft. to allow you to fog into the return area. Remember to "wet" the surfaces, do not soak them. Be sure to fog into any ducts or returns above the tiles. Once treatment is complete, turn on blower to air-dry all interior duct surfaces.

Read and understand the product's label and Material Safety Data Sheet ("MSDS") for precautionary and first aid information.

The MSDS is available on the Nu-Calgon website at [www.nucalgon.com](http://www.nucalgon.com) or is returnable by U.S. Mail upon request.







# Spread Knowledge, *Not Germs* With Touch Point Healthy & E-Mist Surface Disinfection

**Schools are a breeding ground for germs.** Students are absent 164 million days each year due to illness caused by the spread of infectious diseases.<sup>1</sup>

E-Mist safely reduces your illness-based absenteeism by eliminating 99.999% of the surface pathogens in your school.<sup>2</sup>

## Complete school disinfection, *every day.*



### Attendance Counts

*Every day, every one.*

DAILY SCHOOL DISINFECTION  
FOR ABOUT \$50 a Day<sup>3</sup>

Cleaning is visible, disinfection is invisible. E-Mist technology ensures exposed surfaces can be frequently and comprehensively disinfected in a fast, easy and economical way. Touch Point Healthy is a best practices process, training and public health campaign that delivers public awareness and piece of mind.

*With a Touch Point Healthy partnership your district can:*

- Improve Attendance Rates
- Increase Revenues and Funding
- Reduce Labor & Chemical Costs 20-50%
- Provide a Healthier Environment
- Manage Risk and Avoid Costly Outbreaks
- Advance Training Protocols & Performance



**Touch Point**  
HEALTHY

<sup>1</sup> CDC Vital Health and Statistics, Current Estimates from the National Health Interview Survey, 1995

<sup>2</sup> When used as directed with EPA Registered Chemicals

<sup>3</sup> Based on an average school size of 100,00 sq./foot and 260 days per year



# A Class Ahead in Surface Disinfection

## *Minimal Effort, Maximum Results*

Gone are the days of the slow, labor-intensive process of wiping surfaces to disinfect. Our proprietary electrostatic technology allows your liquid disinfectants to be applied in a room quickly and with complete coverage of exposed surfaces.<sup>1</sup>

*One person can disinfect a classroom in a matter of seconds and an entire school in about an hour.<sup>2</sup>*

Touch Point Healthy demonstrates your commitment to the safety and health of your school district for community awareness and piece of mind. Address the needs of your campus to be **faster, easier and more economical** than any other.

### ***Faster:***

- Cordless, mobile system
- Treats up to 80,000 sq./ft. per hour on 1 gallon of liquid agent

### ***Easier:***

- No-wipe application, just apply and move on
- Compatible with all water-soluble liquid agents (disinfectants, sanitizers, deodorizers and antimicrobials)
- Quiet & Non-Intrusive, treat during and after school hours

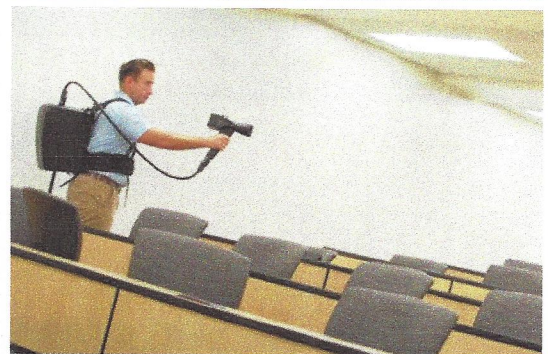
### ***More Economical:***

- Reduce Labor & Chemical Costs 20-50%
- One E-Mist system justified by one daily saved absentee
- Implement an E-Mist System and pursue Touch Point Healthy for Approximately \$50/day
- Remarkable financial results – ROI, payback, break-even

**Eliminating surface pathogens are a constant battle. As soon as surfaces are disinfected, they are at risk of recontamination.**

E-Mist is the most cost effective way to frequently disinfect your school, because only surfaces that are more frequently treated remain Touch Point Healthy.

For more information go to: [emist.com](http://emist.com) | [joeflyco.com](http://joeflyco.com)



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<sup>1</sup> When used as directed with EPA Registered Chemicals

<sup>2</sup> Based on an average school size of 80,000 sq./feet, all high touch point surfaces, may vary by operator and school layout complexity