

ETHICS CERTIFICATE: By accepting this purchase order, you certify that you have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011): Without limitation, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS: You are responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State of South Carolina, county, city or other government entity or unit to accomplish the Work.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in the purchase order, all equipment, material, and articles incorporated in the Work are to be new and of the most suitable grade for the purpose intended.

NO INDEMNITY OR DEFENSE (FEB 2015): Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the State pursuant to this Agreement shall belong exclusively to the State.

PAYMENT & INTEREST: (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted. (b) Unless otherwise agreed, payment will be made by

check mailed to the address appearing on the purchase order form. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

PROCUREMENT OFFICER means the person executing this purchase order or the State's procurement director.

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

STATE means the governmental unit identified in the purchase order.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

YOU and YOUR means Contractor.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill its obligations under the Contract.

[07-07C010-3

SOUTH CAROLINA PURCHASE ORDER CLAUSE SET (DEC 2015)
Addendum to P0039806

AGREEMENT means any transaction or agreement arising out of, relating to, or contemplated by the relationship of which this purchase order forms a part. The terms and conditions of this document (including the attached purchase order) shall apply notwithstanding any additional or different terms and conditions in any invoice or other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice, confirmation, or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015): (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the State shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific State contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restricts transfers by operation of law.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. The UN Convention on the International Sale of Goods shall not apply to this agreement.

CONTRACTOR: means the business entering the contract of which this purchase order forms a part.

CONTRACTOR PERSONNEL: You shall enforce strict discipline and good order among your employees and other persons carrying out the Work. You shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S USE OF STATE PROPERTY: Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by you. You shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the Work.

CONTRACTOR'S OBLIGATION - GENERAL: You shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work. You must act as the prime contractor and assume full responsibility for any subcontractor's performance. You will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DELIVERY / PERFORMANCE LOCATION: F.O.B. Destination. Destination is the shipping dock of the State's designated receiving site, or other location, as specified herein. All services shall be provided at the location specified herein.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail addressed to Contractor at the address provided on the last invoice received by State from Contractor or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

DRUG FREE WORK PLACE CERTIFICATION: You certify that you will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By accepting this purchase order, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.



Attention: David Moshinskie

HGTC
2050 HWY 501 E
CONWAY, SC 29526

Re: Purchase Order/Invoice Acknowledgement

Description of Service Agreement: CARE Agreement

Purchase Order Number: _____

Purchase Order Expiration Date: _____

Payment Terms: NET 30

Bill To Name & Address: HORRY-GEORGETOWN TECHNICAL COLLEGE, PO BOX 261966

(If Different Than Ship To) CONWAY, SC, 29528

Bill To Contact Name: David Moshinskie

Bill To Phone Number: null

This is to acknowledge that we are in receipt of the electronic/verbal Purchase Order referenced above. Ingersoll-Rand Industrial U.S., Inc. policy states that we must have a hard copy customer purchase order on file for all CARE agreements. Please forward such hard copy purchase order to my attention. If you are unable to provide such, we request that you sign this letter and return to my attention. Once I receive this signed letter, I can then proceed with processing the CARE Agreement. The execution of the service is governed solely by the Terms & Conditions in the CARE agreement attached hereto.

Company Name: HGTC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

We would like to take this opportunity to thank you for your valued order. If you have any questions, please feel free to call.

Jack Herron
(980) 259-4481
jack.herron@irco.com

HGTC
Quote Reference
#CTS-123605



Exhibit D: Site & Equipment Conditions

Customer Name: HGTC

Customer Address: 2050 HWY 501 E

City, State, Zip Code: CONWAY, SC, 29526

Contact Name: David Moshinskie

Customer Location (One Way): 58.1 mi

Term (Years): 5

Ambient Air Quality: Average

Site Availability: Regular

Machine Type	Serial	Start Date	Hours Per Year	Location	Cooling Type	Accessibility	Vibration	Rise To Surge	Overhaul (Airend)	Overhaul (Motor)
25 HP Rotary Compressor	CBV484051	02/28/2017	4000	Outdoors	Air Cooled	Average	Normal	0	0	0
Dryer (Cycling)	WCH1016506	02/28/2017	4000	Indoors	Air Cooled	Average	Normal	0	0	0

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Customer Initials :

- b. **Invoice Disputes.** Customer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Customer, Customer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
- c. **Late Payments.** On any invoice not paid when due, Customer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Customer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Customer fails to pay any amounts when due.
- d. **Acceleration.** Should Customer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Customer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Customer.
- e. **No Partial Payments.** Customer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Customer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
- f. **Sufficient Funds.** Customer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Customer then has funds on deposit in an amount sufficient to cover all checks issued by Customer. Customer acknowledges that this representation will be materially relied upon by Company in extending credit to Customer.
- g. **Right to Set Off.** Any payment received by Company from Customer may be applied by Company against any obligation owing by Customer to Company, regardless of any statement appearing on or referring to such payment, without discharging Customer's liability for any additional amounts owing by Customer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Customer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Customer under these Terms and Conditions or any other agreement.
- h. **Non-Discrimination.** Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

21. FINANCIAL CONDITION OF CUSTOMER

- a. **Receipt of Goods While Insolvent.** In the event that Customer receives any goods from Company while Customer is insolvent (as such term is used in 2702 of the Uniform Commercial Code, United States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
- b. **Withdraw of Credit Approval.** Company reserves the right before shipment of any goods ordered by Customer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
- c. **Material Adverse Change in Financial Condition.** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Customer so that in Company's reasonable judgment Customer's ability to pay the Obligations has become impaired.
- d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Customer, and to disclose any information reasonably necessary to determine Customer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Customer's creditworthiness. Company may also disclose any information concerning its relationship with Customer which is requested by anyone identifying themselves as an existing or potential creditor of Customer.
- e. **Disclosure of Customer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Customer's credit, Customer has the right to request within sixty (60) days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request.

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Customer Initials :



11. **LIMITATION OF LIABILITY:** The remedies of Customer set forth herein are exclusive, and the liability of Company with respect to this Agreement or the Services furnished under this Agreement shall not exceed the Agreement Price of the Services upon which such liability is based. Company and its suppliers or subcontractors shall in no event be liable to Customer, any successors in interest or any beneficiary of this Agreement for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Customer or customers of Customer for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
12. **FORCE MAJEURE:** The nonperformance by Company of its obligations to deliver the services contemplated hereunder shall be excused if such nonperformance is caused by any strike, flood, fire, accident, or other casualty, act of God, pandemic, dangerous wildlife, war, governmental restrictions, shortage of, or inability to obtain, parts or raw materials from normal sources, damage by the elements, failure of equipment, power line variations, such as voltage spikes and transients, noise, under or over voltage conditions, power outages, or any other causes, whether of the kind herein enumerated or otherwise, beyond Company's reasonable control ("Force Majeure") and Company shall have no liability to Customer in connection with any such nonperformance.
13. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the state of North Carolina, without the application of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. No action in law or equity arising out of this Agreement may be brought by Customer more than two years after the cause of action has first arisen. Company shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Agreement. The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. By acceptance and signing of this Agreement, Customer agrees to allow Company to send product advertisements and marketing materials via fax.
14. **NUCLEAR LIABILITY:** In the event that the services or parts furnished hereunder are to be used in a nuclear facility, Customer shall, prior to such use, arrange for insurance or governmental indemnity protecting Company against liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.
15. **EQUIPMENT ACCESSIBILITY:** Equipment accessibility is defined as:
 - a. Above Average: Existing, permanently mounted lifting equipment is adequate and no other lifting equipment is needed, no piping removal required for any parts replacements. There is a minimum of 7' around sides of unit to any obstruction or other piece of equipment. Additionally, IR technicians have access to site whenever needed and there is no need to bring additional customer personnel for work to be completed.
 - b. Average: Existing, permanently mounted lifting equipment is in place, but occasional an A-Frame, ladder or other lifting device may be needed. There is minimal to no piping or other parts removal required for repairs. Prior approval is needed, but with few limitations for access to site.
 - c. Difficult: Parts removal required will require at least one day of shutdown of a unit to access. There is little to no overhead lifting capability and access with portable equipment limited. Extensive training required and limited access to site without prior approval or customer personnel must be present at all times.
 - d. Very Limited: No overhead lifting, access with portable equipment difficult, shutdown of units required for parts replacement of this unit as well as potentially removing structure (walls, rails, etc.) for major repairs. Extensive training required for site access and customer personnel must be present at all times.
16. **PAST DUE INVOICES:** Failure of Customer to make any payments when due, which continues for a period of thirty (30) days, shall give Company the right to discontinue service hereunder and/or terminate this Agreement. In the event that Company terminates this Agreement due to Customer nonpayment, Customer is obligated to pay the cancellation fees set forth in section 9 of Exhibit C as if it were the party terminating the Agreement. Additionally, Company may then pursue any remedies available to it by law or in equity.
17. **SITE ASSISTANCE:** Customer is responsible for providing reasonable access to the Equipment. Customer will provide, at their expense, permanent or temporary (e.g. forklift, 'A' Frame, etc.) means to facilitate the lifting of equipment components as necessitated to perform the Services. In addition, the Agreement Price is established with the assumption that one (1) Company Technical Services Representative will be performing the Services. Customer agrees to supply additional manpower where lifting assistance or 'another set of hands' is required to perform the Services.
18. **COMPANY REMOTE ASSET MONITORING:** For Equipment covered under this Agreement, remote monitoring may be required by Company to enhance response time and enable remote diagnostics. Upon written request by the Company, Customer agrees to allow the Company to install connectivity device(s) on the Equipment and transmit Equipment operational data ONLY over a cellular broadband network. Customer further agrees to not allow the mounting of cellular antenna(s), either on the Equipment or on the exterior of the facility, as required to achieve communication signal strength. Company device and antenna installations shall be not be intrusive to Customer's systems, processes or aesthetics. If the necessary permission is not provided within ninety (90) days of the written notice, Company may adjust the Agreement Price at its sole discretion, to reflect higher maintenance and Agreement management costs.
19. **CUSTOMER PURCHASE ORDER:** If Customer's method of payment of the invoices under this Agreement is by purchase order, Customer is responsible for providing valid purchase orders (hereinafter "Purchase Order") to Company for the Term of this Agreement. Each Purchase Order must be valid for a minimum period of one (1) year of this Agreement. Customer must provide to Company a new Purchase Order, or an amended Purchase Order, before the expiration date of the current Purchase Order. If Customer fails to provide a new or amended Purchase Order in accordance with this section, Company will invoice Customer against the most recent Purchase Order. In this instance, Customer waives any right to dispute an invoice generated against Customer's expired Purchase Order. Customer's failure to pay an invoice generated against an expired Purchase Order pursuant to this section shall constitute a failure to make payment under Section 16 (PAST DUE INVOICES) and be subject to the terms therein. If Customer cannot issue Purchase Orders, a signed Purchase Order Acknowledgement must be provided to Company upon execution of this Agreement.
20. **CREDIT TERMS**
 - a. **Payment.** Customer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.

Customer Initials :



Exhibit C: PackageCARE Terms & Conditions

1. **GENERAL:** The Terms and Conditions outlined herein shall apply to the Services by Company of maintenance or repair work or replacement of parts thereunder. No additional or contrary terms shall be binding upon Company unless specifically agreed to in writing, and not by receipt or acknowledgment of same.
2. **SCHEDULE DATES & DELAYS:** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other difficulty, pandemic, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance of Services due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. Customer's receipt of the Services shall constitute a waiver of any claims for delay.
3. **ASSIGNMENT:** Neither party will assign or transfer this Agreement without the prior written consent of the other party. Said consent will not be unreasonably withheld. In the event Customer sells all or a substantial portion of its assets to another entity (the "Successor") without Company's prior written consent, and the business previously conducted by Customer is or may be continued by the Successor, Customer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale or transfer of assets until such time as Successor and Customer execute an addendum to this Agreement assigning this Agreement and its obligations to Successor. Customer will provide said addendum for Customer and Successor signatures.
4. **TAXES:** The Agreement Price does not include any present or future Federal, or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment, parts, or Services covered hereby. If Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material, erection equipment, parts, or Services covered hereby, then such amount of tax shall be paid by Customer in addition to the Agreement Price.
5. **GENERAL DUTIES OF CUSTOMER:** During the term of this Agreement, Customer shall: (a) provide to Company at no cost and at the location described in Exhibit D, full, free, and safe access to the Equipment and the associated software, and a safe and adequate place in which to perform the Services. Such access and place shall include, among other things, maintenance access codes or ID's for the associated computer system; (b) designate in writing and make available to Company a Customer coordinator; (c) ensure that all Equipment is used only by personnel properly trained in the operation and use of the Equipment; (d) perform and install all diagnostic activities and routines recommended by Company prior to requesting on-site Services; (e) ensure the proper environment is maintained as set forth in Exhibit D and that Customer's personnel who have access to the Equipment are properly trained in the operation and usage of the Equipment and the associated software; and (f) provide power to the Equipment, at Customer's cost, that is suitable to operate the Equipment in a safe and reliable manner.
6. **EXCLUSIONS:** In addition to the other exclusions set forth in this Agreement, the Services provided under this Agreement do not include, among other services, the following: (a) service or repair of damage required due to any external cause, other than Company's acts, including without limitation, service or damage resulting from accidents, transportation, neglect or misuse, failure or fluctuation of electrical power, telephone equipment or communication line failure, failure of foreign interconnected equipment or other software or equipment, improper use, strikes, riots, vandalism, acts of war, nuclear disaster, or natural causes such as fire, flood, water, wind, earthquake or other Acts of God; (b) service or repairs required as a result of any repair, adjustment, modification, enhancements, update, change, maintenance or similar acts, whether made or attempted to the Equipment or the software associated with the Equipment, made by anyone other than Company or an authorized representative of Company; (c) Services resulting from the failure of Customer to continually provide a suitable environment, per the Operators Manual for the Equipment or its associated software including, but not limited to, the failure to provide Services resulting from the failure of Customer to make the Equipment available for the Services; (d) service or repairs to accessories attachments, or other equipment, machines or devices; (e) electrical work to the Equipment; (f) Services which are impractical for Company to render because of, or Services which would affect portions of the Equipment modified through, attachments or modifications to the Equipment made by persons other than Company or an authorized representative of Company without receiving Company's prior written approval; (g) service which would result in the violation of any United States federal, or local law or regulation (including, without limitation, the Export Administration Laws) or any law or regulation governing the territory where the Equipment is located or utilized; (h) software which is operating on the Equipment; (i) service or repairs of damage required or caused by the use of the Equipment for other than ordinary use for which it was designed; (j) service or repairs of damage caused by conversion from one model to another or the installation or removal of a Company feature, whenever any of the foregoing was performed by other than Company or a Company Technical Service Representative; or (k) service or repairs of damage required or caused by electrical work, plumbing or construction of any kind external to the Equipment and or maintenance of accessories, alterations, attachments or other devices not furnished and or approved in writing by Company.
7. **CUSTOMER MODIFICATIONS; COMPANY RELEASED FROM OBLIGATIONS:** Company shall in no way be obligated to provide Services with respect to the Equipment if it contains or is affected by any installation or attachment, modification, repair or replacement or other addition or change made without the prior written consent of Company (each an "Unauthorized Modification"), and in the event that any such Unauthorized Modification is so made, then Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to Customer and without any cost or liability of Company to Customer. Company's suspension of Services as a result of any Unauthorized Modification shall not affect Customer's payment obligations hereunder.
8. **CUSTOMER INTERFERENCE WITH PACKAGECARE SERVICES:** In the event and to the extent that Customer prevents or unreasonably delays Company from conducting the Services, Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to Customer and without any cost or liability of Company to Customer. In such event Customer shall make a payment as liquidated damages (but not penalty) equal to (1) one-half (½) of the remaining amount of the Agreement Price left to be paid during the Term, or (2) the list price at the time Services were performed and parts provided minus payments made up to the date of termination, whichever is greater, to Company within thirty (30) days from the date of such termination.
9. **TERMINATION:** If this Agreement is terminated by Customer prior to the end of the Term, other than for default, Customer shall make a payment as liquidated damages (but not penalty) to Company within thirty (30) days from the date of termination of this Agreement in an amount equal to (1) one-half (½) of the remaining amount of the Agreement Price left to be paid during the Term; or (2) the list price at the time Services were performed and parts provided prior to termination of this Agreement, minus payments made up to the date of termination; whichever is greater.
10. **WARRANTY DISCLAIMER:** Company makes no performance warranty and the effects of corrosion and erosion are specifically excluded from Company's warranty. Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed.

Customer Initials :

Exhibit B: Additional and Modification to Terms & Conditions

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Customer Initials :



Exhibit A: Equipment Services & Site Requirements

1. PRODUCT SERVICES. The following services will be provided on the Equipment:

- a. **Rotary Screw Compressors.** Compressor components housed between the air and water (when applicable) inlet flanges and the air and water discharge flanges. Additionally, shipped loose Variable Frequency Drives (VFD's) supplied by Company are NOT included. Non-Company disconnects and line reactors are not covered in the scope of a rotary unit.
- b. **Type 30 Compressors.** All Tank or Base plate mounted components between the air inlet and discharge flanges are covered under this Agreement. Coverage assumes a maximum duty cycle of 70% for simplex units.
- c. **Reciprocating Compressors.** All components integral to the compressor package as supplied by Company between the inlet air & water flanges to the discharge air & water flanges. This would include component items that are removed for shipping purposes and 'reassembled' on location during installation as applicable to the compressor unit covered (ex: outboard bearing & pedestal mount, flywheel, and belt guard). Additionally 'shipped loose' items covered include Company provided inlet filter housings, pulsation bottles (where applicable), pipeline aftercooler/ separator assemblies, and Company supplied instrumentation. Shipped loose Main Drive Motor and Main Motor Starter provided by Company are covered if specifically indicated as an individual line item in Section 1 (Scope) of this Agreement. Customer supplied interconnecting piping and electrical wiring between 'shipped loose' items are NOT covered as part of this Agreement
- d. **Centrifugal Compressors.** All components integral to the compressor package as supplied by Company between the inlet air and water flanges to the discharge air & water. Additionally, 'shipped loose' items covered include Company provided inlet filter housings, bypass silencers, pipeline aftercooler/separator assemblies, check valves, and Company supplied instrumentation. Shipped loose Main Motor Starter (where applicable) provided by Company are covered if specifically indicated as an individual line item in Section 1 of this Agreement (Scope). Customer supplied interconnecting piping and electrical wiring between 'shipped loose' items as well as Main Drive Motors not supplied by Company are NOT covered as part of this Agreement.
- e. **Dryers.** Base plate mounted components between the inlet and discharge flange, in addition to the silencers, blower and heater where applicable. Covered dryer components do not include filtration.
- f. **The following items are covered only if specifically outlined in Section 1 (Scope) of this Agreement:**
 - Oil-Water Separators
 - Pace Control Valves
 - Pneumatic No-Loss Drains
 - Line Reactors
 - Inline Filters
 - Intelliflow Valves
 - Receiver Tanks
 - Cooling Towers
 - Plate & Frame Heat Exchangers
 - Dew Point Meters (non-mounted)
 - Water Filtration
 - Intelligent Energy Optimizers

2. CUSTOMER REQUIREMENTS. In order to receive the Services under this Agreement, Customer must provide and adhere to the site conditions listed below and detailed on Exhibit D (Site and Equipment Conditions). In the event Customer has a change in site or equipment conditions, the prices herein are subject to increase by Company.

- a. **SITE AIR QUALITY.** Site Air Quality is categorized by both the particulate and chemical conditions in the ambient air surrounding the compressor system, as well as the air where the compressor intake will be located. Company reserves the right to verify these parameters using silver and copper air quality coupon testing, analysis of the compressor condensate and other particulate measurement methods.
- b. **SITE WATER QUALITY.** In cases where water is used for cooling, the water source into the specific piece of Equipment dictates the risk rating for water quality. Therefore, if the water source is altered during the Agreement Term, Company may reassess the Agreement Price accordingly.
- c. **MOTOR CONDITION.** If this Agreement covers the unit drive motor and the motor has been previously rewound and/or cleaned, dipped, and baked, documentation for all prior work must be provided to Company prior to the start of this Agreement. Company reserves the right to test the condition of the motor prior to finalizing the Agreement Price.
- d. **Equipment Voltage \geq 600 Volt:** Customer will provide, at their expense, on-site qualified assistance for Equipment covered under the Agreement with incoming power greater or equal to 600 Volts. The Customer's responsibilities include, but are not limited to, turning on and off said Equipment and disconnecting or connecting said Equipment to the incoming power source. Drive motors and starters for Equipment with incoming power greater or equal to 600 Volts are excluded from coverage under this Agreement unless expressly written in Exhibit B.

Customer Initials :



HGTC

INGERSOLL-RAND INDUSTRIAL U.S., INC.

Authorized Representative
Signature

Dianna Cecala *

Authorized
Representative
Signature

Name

Dianna Cecala

Name

Title

Procurement Manager

Title

Effective Date

8/01/2023

Date

P.O. #

P0039806

CONTRACT MANAGEMENT USE ONLY (Not valid until signed by Company Contract Management Team)

By (signature):

Title:

Name (Printed):

Date:

A0.88 B0.12 PC100

REMAINDER OF PAGE INTENTIONALLY BLANK

***NOTE:** Attached to this contract are HGTC purchase order terms and conditions which must become a part of this agreement and override any and all other terms and conditions set forth.

Customer Initials :



9. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, together with Exhibits A, B, C and D or supplements specifically referenced in this Agreement, constitutes the entire Agreement between the parties hereto and supersedes all previous communications, representations, or agreements, either oral or written, between the parties hereto, including on any purchase order, with respect to the subject matter hereof. No agreement or understanding varying or expanding this Agreement will be binding upon the parties hereto unless it is in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed, by its duly authorized representative. The individual executing below on behalf of Customer warrants that it is an authorized representative and has the ability to bind Customer to the terms of this Agreement. Company is not bound by the terms of this Agreement until its authorized representative has executed this Agreement in the signature block provided below.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE**

Customer Initials :



PackageCARE Agreement

Ingersoll-Rand Industrial U.S., Inc., a Delaware corporation, 525 Harbour Place, Davidson, NC 28036 (hereinafter "Company") and HGTC, 2050 HWY 501 E, CONWAY, SC, 29526, (hereinafter "Customer") agree to this PackageCARE Agreement (this "Agreement") as follows:

1. **SCOPE.** This Agreement is for the maintenance service of the equipment set forth below (the "Equipment") for the hours of operation during the term of this Agreement (the "Hours During Contract"), at the location set forth in Exhibit D.

EQ#	Manufacturer	Model	Serial Number	Start Date	Hours/YR	Current Hours
1	IR	UP6S-25-125	CBV484051	02/28/2017	4000	15786
2	IR	D212EC	WCH1016506	02/28/2017	4000	15786

2. **SERVICE.** Company's service program will be performed in accordance with a Company maintenance schedule specific to the Equipment set forth above. The services will include examination, lubrication, adjustment, and repair/replacement of covered components, as further detailed on Exhibit A (the "Services"). During the Term of this Agreement, Company may either repair or replace a piece of Equipment, at its option, with a like piece of equipment having at least the same functionality. In the case of replacement of Equipment, Company shall amend the Equipment list set forth above and provide Customer with an Asset Swap Addendum to this Agreement, for execution within a reasonable period of time after Equipment replacement. Title to such replacement Equipment shall be transferred to Customer, and Customer agrees to pass title of the replaced Equipment to Company with free and clear title.
3. **PRODUCTS.** The Services to be performed on the Equipment are set forth on Exhibit A.
4. **CUSTOMER SITE REQUIREMENTS.** In order to receive the Services, Customer must provide and adhere to the site requirements for the Equipment set forth on Exhibit A.
5. **HOURS OF SERVICE.** Unless stated otherwise in Exhibit B, Company will perform the Services during regular working hours, Monday through Friday, 7:00am through 5:00pm, local time, excluding Company recognized holidays ("Regular Working Hours"). Services include calls for emergency adjustments during Regular Working Hours. A request for Service will be considered an "Emergency Adjustment Call" if it is to correct a malfunction or adjust the Equipment and requires immediate attention and is not caused by misuse, abuse, maintenance by anyone other than Company Technical Services Representatives, or other factors beyond Company's control. If Customer authorizes Service outside of Regular Working Hours, Customer will be invoiced at Company's then current premium time national billing rates, plus materials not covered by this Agreement. All other services, not covered hereunder, will be billed at Company's then current national billing rate.
6. **TERM.** This Agreement commences upon approval by Company and execution of this Agreement by Customer on the "Effective Date" noted in the signature block, and will continue thereafter for a period of 5 year(s) (the "Term").
7. **AGREEMENT PRICE.** In consideration of the Services provided hereunder, Customer agrees to pay Company semiannually, totaling \$6,039.42 in the aggregate for Year 1. For each year thereafter, the total amount is reflected in the table below. If additional Services are set forth in Exhibit B, Customer agrees to pay Company a down payment of \$0.00 in the first invoice of Year 1 of this Agreement.

Term Year	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Price	\$6,039.42	\$6,220.60	\$6,407.22	\$6,599.44	\$6,797.42

Customer agrees to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the Services provided hereunder. Company will invoice Customer, at the beginning of each payment period, in the frequency in accordance with the payment installments set forth above. Customer will pay all invoices within thirty (30) days from the date of invoice.

The prices set forth above are based on the current location, use, site environmental conditions and Equipment condition upon the Effective Date hereof as set forth in Exhibit D. Should any of these factors change during the Term, the prices are subject to adjustment by Company.

8. **PRICE ADJUSTMENTS.** If Customer's use of the Equipment exceeds the annual hours, calculated as Hours During Contract divided by the years in the Term ("Annual Hours"), and continues to do so for a period of six (6) months, the Agreement Price herein is subject to increase by Company. Company will use the most current pricing methodology to determine the applicable price increase to the Agreement Price based on the new Annual Hours utilization rate of the Equipment.

Customer Initials :

PackageCARE

HGTC
CONWAY, SC



PackageCARE™

We Protect You

CARE Offerings Summary



CARE Service Offerings	PlannedCARE	PackageCARE
OEM Parts Pricing	5% PM Parts Discount	5% PM Parts Discount
Preventative Maintenance Parts	✓	✓
Preventative Maintenance Labor	✓	✓
Proactive Maintenance	✗	✓
Break/Fix Repairs	✗	✓
Auto Parts Fulfillment	✓	✓
Reduced Customer Administration Costs	✓	✓
Rental Equipment Discount	✓	✓
Live 24/7 Helix Remote Monitoring	✗	✓
24 Hour Response Guarantee	✗	Optional
Uptime Guarantee	✗	Optional
Available Coverage Program	Airend - Parts & Labor 10 Years	Package 10 Years
CARE Agreement First Year Pricing	\$4,044	\$6,039



Investment Summary for HGTC (08/21/2023)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	PackageCARE (Year 1 Price)	1	\$6,039.42	\$6,039.42
	Included Component			
	UP6S-25-125	1		
	D212EC	1		

Product/Service Quote Amount	\$.00
CARE Total Amount	\$6,039.42
Upgrade Option(s) Amount	--
Freight Amount	Included
Total Quote Amount	\$6,039.42

Jack Herron
(980) 259-4481
jack.herron@irco.com

HGTC
Quote Reference
#CTS-123605

PROPOSAL

Quote Reference# CTS-123605

Quote Prepared on 07/13/2023 | Valid until 09/20/2023

David Moshinskie

HGTC
2050 HWY 501 E
CONWAY SC 29526
USA
Email: david.moshinskie@hgtc.edu
Ph:null

Jack Herron

Ingersoll-Rand Industrial US Inc
6000 General Commerce Drive
Charlotte NC 28213
USA
Email: jack.herron@irco.com
Ph: (980) 259-4481



*Your Trusted Partner in
Compressed Air*

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David Moshinskie

HGTC

Quote Reference # CTS-123605

Quote Valid until 09/20/2023

**DETERMINATION PRIOR TO USE
OF A MULTI-TERM CONTRACT**

Based upon the following determination, the proposed multi-term contract described below is being entered into pursuant to the authority of Section 11-35-2030.(2) of the South Carolina Consolidated Procurement Code and Regulations 19-445.2135.D.(1) (2).

- ☒ Estimated requirements cover the period of the contract and are reasonably firm and continuing.
- ☐ Special production of definite quantities or the furnishing of long-term services is required to meet state needs.
- ☐ A multi-term contract will serve the best interests of the state by encouraging effective competition or otherwise promoting economies in state procurement.
- ☐ Firms which are not willing or able to compete because of high start-up cost or capital investment in facility expansion will be encouraged to participate in the competition when they are assured of recouping such costs during the period of contract performance.
- ☐ Lower production cost because of larger quantity or service requirements and substantial continuity of production or performance over a longer period of time can be expected to result in lower unit prices.
- ☐ Stabilization of the contractor's work force over a longer period of time may promote economy and consistent quality.
- ☐ The cost and burden of contract solicitation, award, and administration of the procurement may be reduced.

Explain why this determination applies to this contract:

HGTC has a very expensive air-handler in our Conway Advanced Manufacturing Center. It is coming off warranty and the college wished to have a preventative maintenance agreement for it. If the equipment were to go down, it would cause us to cancel classes. The parts are difficult to obtain due to long lead times and having a five-year commitment will extend the full warranty on the air handler and secure the costs for that period of time.

Contract term would be for one year at a time, but pricing guaranteed for five years. The agreement will contain a 90 day cancellation clause as written in SC compendium [07-7B265-1]

07/20/2023

DATE _____

Horry-Georgetown Technical College

GOVERNMENTAL BODY

GOVERNMENTAL BODY

Diana Cecala

SIGNATURE

Procurement Manager

TITLE

SOLICITATION NUMBER

Distribution: Original copy retained in contract file. Carbon copy furnished to nonresponsible bidder or offeror.

**JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT SS-0177**

Agency: Horry-Georgetown Technical College

Sole Source Vendor: Ingersoll Rand

Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the Vendor named above per S.C. Code Ann. §11-35-1560 and S.C. Regulation 19-445.2105, Sole Source Procurement.

Description of the Agency need that this procurement meets: Package Care agreement or extended warranty for an IR rotary screw compressor and an IR thermal mass refrigerated dryer system. System was purchased during new building construction and initial warranty has expired.

Description of market research Agency performed to determine the availability of products or services that would meet the Agency's needs: Our in-house maintenance manager has staff that is somewhat knowledgeable of the equipment and has always worked with IR. He did not look into any other vendor because we have always been on a year-to-year basis with this agreement. To save money, we determined that to lock in a 5-year contract was best for the College. We never go over the \$10,000 threshold per year.

Description of supplies, construction, information technology, and/or services Vendor will provide under the contract: They will extend the warranty and provide examination, lubrication, adjustment, and repair/replacement of components. IR will, in case of replacement need, offer an equipment swap to prevent downtime.

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency: Equipment has already been discontinued and in order to keep our investment lasting, we need to remain with IR who the equipment was purchased from and who has been maintaining the equipment since it was originally purchased.


Authorized Signature
Printed Name: Harold Hawley
Title: VP Finance & Administration
Date: July 26, 2023

Notes:

Authorized signature is the agency head unless the agency head has delegated that authority. Delegation of authority must be submitted to the Materials Management Officer in writing.

The Agency must obtain a Drug-free Workplace certification from the Vendor if the sole source procurement is \$50,000 or greater.

Brown, Kevin

From: Cecala, Dianna
Sent: Thursday, July 20, 2023 2:04 PM
To: Brown, Kevin
Subject: Ingersol Rand Maintenance Agreement

Kevin,

I wanted to check with you before processing the IR agreement for the air handler in AMC building. The agreement is for 5 years and over \$6,000 each year. That may be more than the cost of the equipment. I know we need some type of maintenance, just wondering if we can get a quote from anyone else or if IR is the only company that can do the work? Harold said to check with Ken. Maybe he is familiar with this?

Dianna Cecala

Procurement Manager

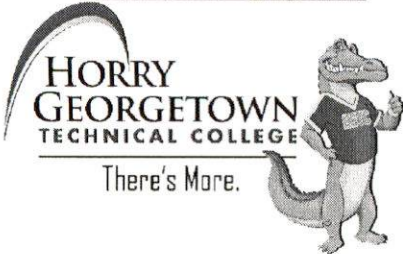
Horry-Georgetown Technical College

2050 Hwy 501 E

Conway, SC 29526

Phone: 843-349-5207

E-mail: dianna.cecala@hgtc.edu



DAVE

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed) Ingersoll Rand	State Vendor No.
By (Authorized Signature) <i>Isaiah D. Nelson</i>	Date Executed 18AUG23
Printed Name and Title of Person Signing Isaiah D. Nelson - Service Supervisor	[Not used]



To Whom It May Concern:

Ingersoll Rand is the sole source provider for the "PackageCare" program of complete coverage on Ingersoll Rand manufactured air compressors and ancillary equipment when signed to an appropriate agreement. The nature of these "PackageCare" agreements warrant the complete coverage of the identified equipment as long as the terms of the agreement are upheld and for the term set in the agreement.

Signed,

Isaiah D. Nelson

18AUG23

Isaiah D. Nelson

Service Supervisor – Ingersoll Rand Customer Center, Charlotte, North Carolina



HORRY GEORGETOWN TECHNICAL COLLEGE

2050 Hwy 501 E Conway, SC 29526
(Phone) 843-349-7830 (Fax) 843-349-5270

Vendor:

H00288095
Ingersoll Rand Ind US Inc
PO Box 560578
Charlotte NC 28256-0123

PO Number:	P0039806
Issue Date:	07/26/23
Request No:	R0038230
Fiscal Year:	24

Billing Address: Horry Georgetown Technical College

Attn: Accounts Payable

PO Box 261966

Conway, SC 29528

Or Email To: AccountsPayable@hgtc.edu**PO NUMBER MUST BE ON YOUR INVOICE**

Ship to: Receiving Dock
Horry Georgetown Technical College
Advanced Manufacturing Center
250 Allied Drive
Conway SC 29528

Requestor: Jeff Ball

HGTC Shipping and Receiving Hours ALL CAMPUSES
8AM - 4PM: Mon-Thurs 8AM - Noon: Friday

Terms NET 30**Description****Quantity****Unit Cost****Total Cost**

Quote # CTS-123605 7/13/2023
AMC building/Conway/Jeff Ball

Air Compressor Annual Maintenance

Tax:

1.00 EA

6,039.4200

6,039.42

Pay 8

tax to vendor

483.15

Item Subtotal:

6,522.57

Email: wendi.stevens@irco.com

TOTAL:**6,522.57***Jack. Heron@irco.com*

PRICING IS DEEMED TO BE FAIR AND REASONABLE

Account Codes

10000-12032-7106-

\$6,522.57

Purchasing Agent: Tim Wall