

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Honeywell International Inc.

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(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Preventative maintenance and repair and maintenance services for heating, ventilation, air conditioning and refrigeration (HVACR) equipment and systems and Honeywell Enterprise Building Integrator (EBI) equipment and systems for various County facilities.

### 2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:  
\$ 340,312

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 1, 2025 to April 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Additional Terms

Exhibit C: Sourcewell Master Contract #080824-HNY

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.
- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

**9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:**

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Workers' Compensation Waiver of Subrogation:**

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

## 11.0 **NON-DISCRIMINATION:**

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

- 13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Patty Small, Management Analyst II	Michele Gonzales, Sr. Account Mgr. - Government
Name and Title	Name and Title
1441 Schilling Pl., South 2nd Fl., Salinas, CA 93901	Honeywell,22Centerpointe,#100,La Palma,CA90623
Address	Address
831-784-5929 / smallp@countyofmonterey.gov	714-614-7469 / Michele.Gonzales@Honeywell.com
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance



of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### 17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

### 17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

## 18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

### COUNTY OF MONTEREY

By: \_\_\_\_\_

Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blich, County Counsel

By: \_\_\_\_\_

Signed by:

*Mary Grace Perry*

Deputy County Counsel

Date: \_\_\_\_\_

4/16/2025 | 5:07 PM PDT

Approved as to Fiscal Provisions

By: \_\_\_\_\_

*Patricia Ruiz*

Auditor/Controller

Date: \_\_\_\_\_

4/17/2025 | 1:22 PM PDT

Reviewed as to Liability Provisions  
Office of the County Counsel-Risk Management

By: \_\_\_\_\_

DocuSigned by:

*David Bolton*

David Bolton, Risk Manager

Date: \_\_\_\_\_

4/17/2025 | 8:40 AM PDT

### CONTRACTOR

Honeywell International Inc.

Contractor/Business Name \*

Signed by:

*Vik Chutani*

(Signature of Chair, President, or Vice-President)

Vik Chutani, Regional General Manager - Service

By: \_\_\_\_\_

Name and Title

4/15/2025 | 4:01 PM PDT

Date: \_\_\_\_\_

DocuSigned by:

*Shannon Summers*

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Shannon Summers, W. Region Service Business Leader

By: \_\_\_\_\_

Name and Title

4/15/2025 | 1:27 PM PDT

Date: \_\_\_\_\_

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subs. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

<sup>1</sup> Approval by the Office of the County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required.

<sup>3</sup> Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

## **EXHIBIT A**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
AND  
Honeywell International Inc., hereinafter referred to as “CONTRACTOR”**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

A.1 CONTRACTOR shall provide preventative maintenance, and additional maintenance and repair services for heating, ventilation, air conditioning, and refrigeration (HVACR) equipment and systems and Honeywell Enterprise Building Integrator (EBI) equipment and systems identified for preventative maintenance services under this Agreement to keep them operating in an efficient manner, including but not limited to, inspection, service, maintenance, start-up, testing, balancing, adjusting, repair, modification and replacement of mechanical, refrigeration and equipment and components including related controls. In addition, CONTRACTOR shall, as requested by the County, provide maintenance and repair services, including, but not limited to, work on any temporary systems and any other services and repairs necessary to keep all County HVACR equipment and systems, including those not listed in this agreement, operational. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- 1.1. CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
- 1.2. Any work determined by the County to be a Work of Public Improvement, requiring formal bidding procedures shall not be performed under this Agreement.
- 1.3. CONTRACTOR shall perform preventative maintenance services including quarterly and annual preventative maintenance and defined tasking to maintain County’s HVACR and EBI equipment and systems located at the following County sites:

<p align="center"><b>HVACR AND EBI EQUIPMENT AND SYSTEMS SITE LOCATIONS FOR QUARTERLY AND ANNUAL PREVENTATIVE MAINTENANCE</b></p>
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<b>Building</b>	<b>Location</b>
Greenfield Library	315 El Camino Real, Greenfield, CA 93927
Marina Coastal Office (CID)	2620 1 <sup>st</sup> Ave., Marina, CA 93933
Laurel Yard	855 E. Laurel Drive, Salinas, CA 93905
Castroville Branch Library	11160 Speegle Street, Castroville, CA 95012
Child and Family Resource Center	10601 McDougall Street, Castroville, CA 95012
Integrated Health	299 12 <sup>th</sup> Street, Marina ,CA 93933
Alisal Integrated Health Center (AIHC)	331 N. Sanborn Road, Salinas, CA 93905

- 1.4. CONTRACTOR shall inspect, service, maintain, start-up, test, balance, adjust, repair modify and replace mechanical, refrigeration and equipment and components including related controls for County's HVACR and EBI equipment and systems.
- 1.5. CONTRACTOR shall, as assigned by the County, service any temporary systems that falls under the scope.
- 1.6. CONTRACTOR shall, as assigned by the County, provide any other services and repairs necessary to keep all County HVACR and EBI equipment and systems operational.
- 1.7. CONTRACTOR shall perform all work based on industry standard practices.
- 1.8. CONTRACTOR shall comply with all manufacturer requirements.
- 1.9. CONTRACTOR shall provide preventative maintenance standard servicing tasks that is managed by its Service Management System (SMS) and scheduled based on the HVACR and EBI equipment and systems covered by this Agreement that is based on industry standard practices and complies with the manufacturers requirements, which consists of, but is not limited to, the following typical activities:
  - Inspecting control system equipment and systems through head end software for proper operation.
  - Checking asset status and firmware versions.
  - Providing recommendations on improvements outside of planned maintenance.
  - Checking software schedules against occupancy schedules.
  - Review alarm activity on head end software.
  - Review trend logs to identify issues.

- Random sampling of temperature sensors to identify need to calibrate.
  - Visual inspections of equipment and systems.
  - Checking equipment and systems are operating as expected.
- 1.10. CONTRACTOR shall schedule planned maintenance appointments to cover standard maintenance tasking for the HVACR and EBI equipment and systems covered under this Agreement using Honeywell's SMS, with tasking based on industry standards.
- 1.11. CONTRACTOR shall generate and provide to County post maintenance appointment reports highlighting work completed on site and any issues identified.
- 1.12. COUNTY may request additional maintenance and repair services from CONTRACTOR on an "as needed" basis at rates identified in Section B Payment Provisions below. Costs associated with additional maintenance and repair services shall not exceed the total amount of \$74,999.59 for the initial term of the Agreement.
- 1.13. CONTRACTOR shall, subject to County's request and approval, provide additional maintenance and repairs on HVACR and EBI equipment and systems located at various County sites including but not limited to County sites identified under Paragraph 1.3 above on an "as needed" basis at rates identified in Section B Payment Provisions below.
- 1.14. CONTRACTOR shall obtain County's Building Maintenance Supervisor's authorization in writing prior to any additional maintenance repair work services being conducted.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$265,312.41 for HVACR and EBI equipment and systems preventative maintenance services and an amount not to exceed \$74,999.59 for HVACR and EBI equipment and systems additional repair and maintenance service work, for a total not to exceed of \$340,312 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<b>HVACR/EBI PREVENTATIVE MAINTENANCE RATES</b>
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<b>Category</b>	<b>Annual Rate 2/15/2025 to 2/14/2026</b>	<b>Annual Rate 2/15/2026 to 2/14/2027</b>	<b>Annual Rate 2/15/2027 to 2/14/2028</b>
HVAC Controls (BMS) Preventative Maintenance Tasking and Remote Building Management	\$83,867.86	\$88,356.27	\$93,088.28

**Above HVACR/EBI Preventative Maintenance Rates exclude material and labor charges for repairs and break fixes that are not included in preventative maintenance services.**

<b>HVACR/EBI ADDITIONAL REPAIR AND MAINTENANCE SERVICE WORK RATES</b>
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<b>Item</b>	<b>Rate</b>	<b>Unit</b>	<b>Minimum Call-Out Time – Combined for Investigation and Non- preventative Maintenance Work (not separate call-out time for each)</b>
Investigation and non-preventative maintenance work <b>during normal working hours</b>	\$258.87	Per hour or part thereof	4 hours
Investigation and non-preventative maintenance work <b>outside normal working hours</b>	\$388.31	Per hour or part thereof	4 hours
Investigation and non-preventative maintenance work <b>during federal/public holidays</b>	\$517.74	Per hour or part thereof	4 Hours

**Above Additional Repair and Maintenance Service Work rates exclude material and are subject to annual increase.**

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@countyofmonterey.gov](mailto:PWFP-Finance-AP@countyofmonterey.gov).

**County of Monterey**  
**Department of Public Works, Facilities and Parks (PWFP) – Finance Division**  
**1441 Schilling Place, South 2nd Floor**  
**Salinas, California 93901-4527**

Any questions pertaining to invoices under this Agreement shall be directed to **the PWFP Finance Division at (831) 755-4800 or by emailing to:** [PWFP-Finance-AP@countyofmonterey.gov](mailto:PWFP-Finance-AP@countyofmonterey.gov).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



## **EXHIBIT B**

**To Agreement by and between**

**County of Monterey, hereinafter referred to as “County”**

**AND**

**Honeywell International Inc., hereinafter referred to as “CONTRACTOR”**

### **Additional Terms**

1. **Order of Precedence.** In the event of any conflict or inconsistency among the terms and conditions of this Agreement and its incorporated documents, the order of precedence shall be as follows:
  - a. First, County’s Standard Agreement;
  - b. Second, Exhibit B – Additional Terms; and
  - c. Third, Exhibit C – Sourcewell Master Agreement #080824.
2. **Intellectual Property.** No right, title or interest in intellectual property (“IP”) provided by CONTRACTOR is transferred to County under the Agreement, including IP existing prior to, or created independently of, the performance of the Agreement. All IP and results of services, including software, models, designs, drawings, documents, inventions, and know-how (collectively, “Inventions”), conceived or developed by CONTRACTOR in connection with the Agreement, are the sole property of CONTRACTOR and County assigns any rights they may have in such Inventions to CONTRACTOR. County has no right or license to IP or Inventions provided by CONTRACTOR, except as granted in this Agreement.

The first sentence of Section 10.5, is revised as follows: “County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature exclusively developed for County pursuant to this Agreement.”
3. **Limitation of Liability.** **IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE. THE AGGREGATE LIABILITY OF CONTRACTOR FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE SUM OF THE APPLICABLE LIABILITY LIMITS OF CONTRACTOR’S COMMERCIAL GENERAL LIABILITY POLICY AS SET FORTH IN SECTION 9.03 OF THE AGREEMENT.**

4. **Payment.** CONTRACTOR shall have the right to terminate this Agreement for breach, including non-payment, with 60 days written notice. Other than County's specific retainage requirements, neither party shall withhold or set aside any funds under this Agreement. In the event of disagreement regarding payment(s), County's Billing Procedures as set forth in Exhibit A at Section B.2 Billing Procedures shall prevail. Notwithstanding anything to the contrary, in the event of termination, County shall pay CONTRACTOR for all work performed up to the point of termination.
5. **Warranty.** Services shall be performed in a professional and workmanlike manner warranted for one (1) year from the date services are performed (the "Service Warranty Period"). CONTRACTOR's obligation under this warranty is that CONTRACTOR will correct or re-perform defective services or refund fees paid for the corresponding services, at the sole election of the County, if County notifies CONTRACTOR in writing of defective services within the Service Warranty Period for said services. All services re-performed are warranted for one year from the date CONTRACTOR corrects or re-performs the defective services, whichever date occurs later.
6. **Insurance.** CONTRACTOR shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the Work the following insurance. It is agreed, however, that CONTRACTOR has the right to insure or self-insure any of the insurance coverages listed in the Agreement. Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement. In the event CONTRACTOR elects to self-insure, it shall provide a formal letter of self-insurance with endorsements, signed by an authorized representative, confirming its financial ability to meet the obligations outlined in this Agreement. **CONTRACTOR will not issue coverage on a per project basis.** County shall, at its own expense, carry and maintain in force at all times during the duration of this Agreement its own commercial general liability and property insurance in an amount customary for the size of County's business and properties. All insurance required in this Section will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. The Parties will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the other Party. In the event that a self-insured program is implemented, either Party will provide adequate proof of financial responsibility. CONTRACTOR shall provide certificates of insurance as proof of insurance and shall not be required in any event to provide a copy of its insurance policies. CONTRACTOR shall provide certificates of insurance upon demand by County.
7. Notwithstanding anything to the contrary, the following provisions shall govern the determination of applicable liability limits for Commercial General Liability Insurance, in the order specified below:

- a. First, Exhibit C – Sourcewell Master Agreement, Paragraph 23 “Insurance Coverage” and Subparagraph (a) “Commercial General Liability Insurance” shall apply as to liability limits; and
  - b. Second, the County’s Standard Agreement, Section/Provision 9.03 “Insurance Coverage Requirements,” shall apply only as to Commercial General Liability Insurance liability limits.
8. **Confidentiality.** As permitted by applicable law, County shall not disclose any confidential records or other confidential information received from the CONTRACTOR or prepared in connection with the performance of this Agreement, without written advance notice of such disclosure to CONTRACTOR.
9. **Format of Deliverables.** For the purpose of clarification of **Section 10.6. Format of Deliverables.** of this Agreement, the parties understand and agree that “Deliverables” means electronic deliverables developed by CONTRACTOR for the County pursuant to the Scope of Services as set forth in Exhibit A to this Agreement.

## Exhibit C: Sourcewell Master Contract #080824-HNY 080824-HNY

**MASTER AGREEMENT #080824****CATEGORY: HVAC Systems with Related Products and Services****SUPPLIER: Honeywell International Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Honeywell International Inc., 855 S. Mint St., Charlotte, NC 28202 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 to Participating Entities. In Scope solutions include:
- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.



- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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 C.F.R. § 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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number.

- 7) **Confidentiality.** Supplier acknowledges that Participating Entities must comply with certain laws governing the classification of government data; and that Sourcewell must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). When providing data to Sourcewell in connection with satisfying their obligations under the terms and conditions of this Agreement, or when working directly with a Participating Entity on a project, there may be times that Supplier wishes to protect certain data. If Supplier wishes to protect certain data, prior to sending that data to the public entity, Supplier must first seek guidance from the receiving party regarding steps required to ensure protection of that data.
- 8) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 9) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master

Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 10) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 11) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 12) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 13) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 14) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 15) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 16) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 17) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

- 18) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

**IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, OR USE. THE AGGREGATE LIABILITY OF SUPPLIER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE SUM OF THE APPLICABLE LIABILITY LIMITS OF SUPPLIER'S COMMERCIAL GENERAL LIABILITY POLICY AS SET FORTH IN SECTION 23 HEREIN**

- 19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

20) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a limited, revocable, royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell in the event Sourcewell receives Supplier's prior written consent to use Supplier's trademarks. Sourcewell shall not use Supplier's logo in any publicity or advertising or in any manner whatsoever without the prior written consent of Supplier, which consent may be granted or withheld in Supplier's sole discretion.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of

the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$5,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.



- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
  - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Supplier's proposal and Included Solutions within transaction documents.

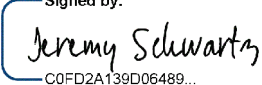
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity and Supplier.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

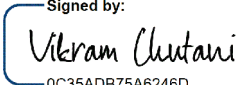


080824-HNY

Sourcewell

Honeywell International Inc.

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
1/6/2025 | 9:33 PM CST  
Date: \_\_\_\_\_

Signed by:  
  
0C35ADB75A6246D...  
By: \_\_\_\_\_  
Paul Zwickey  
Title: Sr. Sales Manager  
1/6/2025 | 4:14 PM CST  
Date: \_\_\_\_\_

# RFP 080824 - HVAC Systems with Related Products and Services

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## Vendor Details

Company Name: Honeywell

Does your company conduct business under any other name? If yes, please state: CA

Address: 22 CENTERPOINT DR  
STE 100  
LA PALMA, Ca 90623

Contact: Michele Gonzales

Email: Michele.Gonzales@Honeywell.com

Phone: 714-614-7469

Fax: 714-614-7469

HST#: 22-2640650

## Submission Details

Created On: Thursday August 01, 2024 13:35:32

Submitted On: Thursday August 01, 2024 15:00:17

Submitted By: Michele Gonzales

Email: Michele.Gonzales@Honeywell.com

Transaction #: b8f2cd49-9137-48da-b384-fae6433da0c5

Submitter's IP Address: 155.190.3.5

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Honeywell International Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	<p>* Yes. Our council contact information is below:</p> <p>Kayli Keough General Counsel, Government Contracts Compliance Mobile: 813-460-0284 Email: kayli.keough@honeywell.com</p> <p>Nick Going Principle Attorney Mobile: (678) 725-7027 Email: nicholas.going@honeywell.com</p> <p>Notwithstanding any other provision of this proposal package, proposal forms, or the bid documents, Honeywell respectfully submits this proposal subject to a reservation of its right to negotiate mutually acceptable terms and conditions</p>	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Tridium Inc, acquired November 30, 2005 Phoenix Controls	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 40931 UEI Number: E21VP9DNS4N8	*
5	Provide your NAICS code applicable to Solutions proposed.	541330	
6	Proposer Physical Address:	815 S Mint St. Charlotte, NC 28202	*
7	Proposer website address (or addresses):	www.honeywell.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Paul Zwickey, Sr Sales Manager 15001 NE 36th Street, B14 Redmond, WA 98052 +1 916-628-1760 paul.zwickey@honeywell.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Zwickey, Sr Sales Manager 15001 NE 36th Street, B14 Redmond, WA 98052 +1 916-628-1760 paul.zwickey@honeywell.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Renee Tillmond Sr Estimator 15001 NE 36th Street, B14 Redmond, WA 98052 +1 425-533-4660 renee.tillmond@honeywell.com	

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Honeywell International Inc (Honeywell) is a Fortune 100 software-industrial company that delivers industry-specific solutions including control technologies for buildings, homes, and industry; performance materials globally; and aerospace and automotive products and services. Our technologies help everything from buildings, aircraft, cars, homes, manufacturing plants, supply chains, and workers become more connected to make our world smarter, safer, and more sustainable.</p> <p>Our company has a 135-year legacy of innovation specializing in developing, designing, building, owning, and financing comprehensive infrastructure projects for state and local government, higher education, industrial, federal, and commercial customers across the globe. We are a \$36.7 billion diversified technology leader headquartered in Charlotte, NC, and incorporated in the State of Delaware. Honeywell operates worldwide from 990 locations in over 100 countries, including more than 121 locations nationwide.</p>
12	What are your company's expectations in the event of an award?	<p>Honeywell has a defined, proven process to analyze project measures and implement them.</p> <p>The process clearly defines the project workflow from partner selection and throughout the savings guarantee period. That process has evolved over 35+ years — delivering energy projects, with many lessons learned and integrated over time.</p> <p>Still, the process framework is not rigid and can be customized to specific needs.</p> <p><b>STEP 1 – PARTNER SELECTION</b> Our program is initiated when your team selects Honeywell as the project partner.</p> <p><b>STEP 2 – SOLUTION DEVELOPMENT</b> Once selected, we will meet with your team to review the overall project vision and go over the project development process. During that meeting, we will formalize the team structure, roles and responsibilities, meeting frequency, project goals, and decision schedule. We will also discuss site access, policies and procedures, health and safety requirements as well as the support and assistance Honeywell would need from your team.</p> <p><b>Audit</b> The ASHRAE level III audit is a key component of solution development. The physical audit will include the building mechanical, electrical, lighting systems and controls, structure and envelope, as well as any other equipment that impacts energy use and operational expense. Building operators and occupants will also be interviewed, and occupancy schedules and operating data verified using data-loggers. We will also examine utility bills, building schematics, blueprints, and site-specific energy usage.</p> <p><b>Measure Development</b> The measure review process is a collaborative and transparent exercise that includes the Technical Team and Steering Committee. The focal point of the reviews is Honeywell's project builder tool. The project builder tool is a detailed Microsoft® Excel worksheet that includes equipment quotes, calculations, costs, savings, grants/incentives, payback scenarios, cash flows, and financing structures. It is a living document that allows your team to actively participate in the measure review process in real-time. With the project builder tool, you can evaluate a different mix of measures with a few keystrokes.</p> <p>Following the audit, the engineering team will analyze the data collected using industry standard guidelines and assessment tools to determine building energy usage and identify potential measures.</p> <p>The outcome of this analysis is a master list of project measures, which will be further refined during Honeywell's 30%, 60%, 90% Review Process shown below.</p> <p><b>Engineering Report</b> Once the project scope is finalized, the measure details are documented with other relevant information, and Honeywell will deliver an Energy and Facility Renewal Report (Phase 1 Report). The report and supporting contract are then presented to your team for final approval. Once the Phase 1 Report is approved and the contract is signed, the project implementation phase (Phase 2) will begin.</p> <p><b>OTHER ACTIVITIES DURING SOLUTION DEVELOPMENT</b></p>

Other activities are in progress in parallel with scope development. These include:

Deferred Maintenance and Lifecycle Analysis – During the solution development process, the Honeywell engineering team will work with the customer to assess deferred maintenance items to include in the project. This exercise involves ranking and prioritizing facility needs based on operational cost, energy, comfort, and safety. The engineering team can also provide a detailed lifecycle analysis if requested.

Financing Plan – An initial financing discussion during scope development will provide direction on the financing needs. The Honeywell Global Finance (HGF) team will be available to help explore financing options. HGF will work closely with the Honeywell project team to understand the unique nuances of each project and help structure a project-specific financing solution.

Grant and Incentive Support – Throughout the solution development process, our dedicated grant/incentive specialist will explore funding opportunities available to the customer.

Measurement & Verification Plan – An assigned M&V Specialist will work with the project team to define the project baseline and recommend a Measurement & Verification (M&V) protocol to track the project energy savings.

Communication & Awareness Plan – Lori Hunter, Honeywell Communication & Awareness (C&A) Program Manager will meet with the customer's Environment & Sustainability Committee to discuss C&A requirements and develop a custom C&A plan.

### STEP 3 – SOLUTION IMPLEMENTATION

The foundation of the solution implementation phase is Honeywell's project management process. Our team uses the Project Management Institute (PMI) model for all Honeywell projects. PMI is recognized worldwide as the industry standard for excellence in project management methodology.

#### Equipment Selection and Procurement

Honeywell is vendor-neutral when sourcing systems and equipment for our projects. Our team has installed building systems/equipment from every major manufacturer. Our equipment selections are based on experience, industry knowledge, and client preference.

#### Measure Installation

The construction phase of a project requires careful planning and coordination with facility staff to minimize disruption to normal building activities and accommodate scheduled maintenance. The focal point of this project phase will be a project manager assigned upon selection. That person will manage key project areas including:

- Ensuring subcontractors and suppliers are approved by the customer
- Refining the construction plan using Microsoft Project
- Issuing tenders/subcontracts
- Securing required permits and approvals
- Scheduling owner and subcontractor meetings
- Managing construction activities and field staff
- Overseeing health and safety, quality control
- Commissioning and training

The project manager will be supported by a project site coordinator. The site coordinator is a senior professional with an engineering background and will be the field-level interface to interact with your staff. As the 'eyes and ears' of the project manager, the site coordinator will provide daily feedback on the project status and any emerging issues. He will also supervise the field team during their day-to-day work activities to ensure that the project team (including any subcontractors) provides quality workmanship in addition to modeling Honeywell behaviors while complying with your internal policies and health and safety procedures.

#### Commissioning & Training

The commissioning process begins in the design phase, when design and operating intent are documented, and continues throughout the construction, acceptance, warranty period, and actual verification of measure performance. Project commissioning requirements can vary depending on the measure installed. For instance, a simple lighting retrofit needs minimal commissioning, while a complex HVAC measure requires a sophisticated commissioning plan.

Honeywell offers a variety of training programs, workshops, and "lunch n' learn" sessions for facilities staff. The curriculum includes energy management, temperature controls, mechanical and refrigeration systems, automatic meter reading systems, as well as Honeywell and third-party building control systems.

		<p><b>STEP 4 – GUARANTEE PERIOD</b> Measurement and Verification</p> <p>Once the project implementation (construction phase) is complete, the guarantee period begins.</p> <p>The foundation of the guarantee period is the M&amp;V (Measurement and Verification) plan developed and verified by a dedicated M&amp;V specialist. That person is responsible for the ongoing monitoring, measurement, and verification of the project savings — using industry-recognized tools and repeatable methodology. Throughout the guarantee period, they prepare and submit an annual Energy and Operational Savings Report to their assigned customers.</p> <p><b>Maintenance Services</b></p> <p>Honeywell offers maintenance services to our clients as a complement to our program. While some Energy Services Companies (ESCOs) focus exclusively on engineering and project management services, we address all phases of the project lifecycle. Honeywell maintenance services are optional; however, your staff is required to maintain new equipment, as specified by the equipment manufacturer.</p>	
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION</b></p>	<p>Honeywell's strong financial position and more than 40 years of experience with energy guarantees ensures that our customers achieve the guaranteed savings and the results they expect. Honeywell International Inc. offers a first-party guarantee, not a "savings assurance" guarantee held by a third party. A Fortune 100 company, Honeywell has been in service for 135 years and is a publicly traded corporation on The New York Stock Exchange (NYSE: HON).</p> <p>With the award of our very first Energy Services Contract in 1979, Honeywell pioneered and revolutionized the performance contracting business, coining the concept of "guaranteed savings" under a U.S. Department of Energy grant in 1984. Upon Honeywell's entry into the energy market, many companies have followed, but few can rival the strength of the Honeywell brand or our 'iron-clad' 100% energy savings guarantee. WE (Honeywell International) take the risk for your project and will do what's necessary to ensure your project's success.</p> <p>Our ability to implement ESPCs globally is backed by our financial strength and ability to support several other industries including aerospace, building automation, energy &amp; sustainability solutions, and industrial automation. Honeywell International was able to meet or exceed our commitments to the market in 2023, despite the challenging operating environment. Our full-year sales increased 3%, or 4% on an organic basis, while segment profit grew 8%, with segment margin expansion of 100 basis points. Our adjusted earnings per share totaled \$9.16, and we exited the year with our backlog at a record \$31.8 billion, 8% higher than the year prior.</p> <p>Honeywell is rated "A" by Standard and Poor's and "A2" by Moody's, classified by Wall Street analysts as "investment grade" Honeywell's ratings have been at these levels for many years Honeywell remains well capitalized and has the financial strength to stand behind its project work and guarantees</p> <p>Our shares are traded on the New York Stock Exchange under the symbol HON, as well as on the London, Chicago and Pacific Stock Exchanges Honeywell is also a component of the Dow Jones. Honeywell's Dun and Bradstreet rating of 5A2 (#13-969-1877) is one of the highest ratings available and indicates both the capacity and the willingness to pay our bills on time.</p> <p>We attached a copy of our audited financial statements over the last three years. Our complete annual report can be found at <a href="https://honeywell.gcs-web.com/financial-information/annual-reports">https://honeywell.gcs-web.com/financial-information/annual-reports</a>.</p>	*
14	What is your US market share for the solutions that you are proposing?	25%	*
15	What is your Canadian market share for the solutions that you are proposing?	25%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Honeywell International Inc. has not had any bankruptcies or reorganizations within the past five (5) years.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Building Automation is a part of Honeywell , a global business with more than 44,000 employees worldwide BA has a direct sales force that engages customers through the US and Canada, leveraging our vast distribution and service capabilities, with 110 service/installation branches throughout the US and Canada BA is a leader in the Internet of Things (IoT) and manufactures products, software and technologies found in more than 150 million homes and 10 million buildings worldwide We help customers stay connected and in control of their comfort, security and energy use Commercial building owners and occupants use our technologies to ensure their facilities are safe, energy efficient, sustainable and productive Our advanced metering hardware and software solutions help electricity, gas and water providers supply customers and communities more efficiently</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>ISO Certifications</p> <p>ISO 9001 sets out the criteria for a quality management system This standard is based on a number of quality management principles including a strong customer focus, the motivation and implication of top management, the process approach and continual improvement Using SO 9001 helps ensure that customers get consistent, high-quality products and services, which in turn brings many business benefits</p> <p>LEED Certifications</p> <p>LEED certification (Leadership in Energy and Environmental Design) proves that a company has gone above and beyond the required standards in energy efficiency and environmental-conscious design and construction elements</p> <p>IEC Certifications</p> <p>Millions of devices that contain electronics, and use or produce electricity, rely on IEC International Standards and Conformity Assessment Systems to perform, fit and work safely together This helps keep products safe and reliable</p> <p>BOSEC Certifications</p> <p>BOSEC is the quality benchmark for fire protection Certification standards include construction, operation and organization These standards ensure that products help keep building occupants safe</p> <p>Avetta Certification</p> <p>Avetta is a contractor prequalification that focuses on improving safety The company connects organizations with qualified contractors, suppliers and vendors As such, Avetta is a contractor management system used by hiring clients to pre-qualify companies to work for them</p> <p>OSHA</p> <p>The Occupational Safety and Health Administration is a large regulatory agency of the United States Department of Labor that originally had federal visitorial powers to inspect and examine workplaces.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Honeywell does not have any current or past debarments or suspensions within the past seven years.</p>	*



20	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"><li>• Net Zero Leader, Forbes, 2023</li><li>• Top 100 Global Leaders in Sustainable Innovation, Lexis Nexis, 2023</li><li>• Equality 100 Award Recipient for Leader in LGBTQ+ Workplace Inclusion, Human Rights Campaign Foundation, 2023-2024</li><li>• Top 50 Innovative Companies, Boston Consulting Group, 2023</li><li>• Best Place to Work for Disability Inclusion, Disability Equity Index, 2023</li><li>• World's Most Admired Companies, Fortune, 2022</li><li>• Top 100 Global Innovator, Clarivate, 2022</li><li>• World's Most Ethical Companies, Ethisphere, 2020, 2022</li><li>• Best Companies to Work For – For Diversity and Millennials, Women's Choice Awards, 2022</li><li>• Top 100 Women in Technology   CDTO-Sheila Jordan, Technology Magazine, 2021</li><li>• World's Most Innovative Companies, Fast Company, 2021</li><li>• Cybersecurity Excellence Awards GOLD, Cybersecurity Insiders, 2020</li><li>• Global Industrial Enterprise Performance Management Technology Innovation Leadership Award, Frost &amp; Sullivan, 2020</li><li>• Best for Vets Employer, Military Times, 2019</li><li>• Great immigrants Recipient – CEO Darius Adamczyk, Carnegie, 2019</li><li>• World's Most Reputable Companies for Corporate Responsibility, Forbes, 2019</li><li>• Fortress Cyber Security Awards – Hardware &amp; Infrastructure, Fortress Cyber Security, 2019</li><li>• Minority Engineer Magazine 2019 Corporate Visionary Award</li><li>• Global GC 20, Anne T Madden Financial Times 2019</li><li>• General Council Global 100 influencer USA, Anne T Madden Chambers 2019</li></ul>	*
21	What percentage of your sales are to the governmental sector in the past three years	2023: 2.248% 2022: 2.987% 2021: 2.620%	*
22	What percentage of your sales are to the education sector in the past three years	2023: 3.176% 2022: 3.804% 2021: 6.063%	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	TIPS: \$4,212,810.37 (2021); \$1,443,627.00 (2022); and \$2,692,125.94 (2023). KCDA: \$1,460,172.29 (2021); 2022 \$5,771,916.64 (2022); \$2,066,960.07 (2023) CES: \$12,847,189.65(2021); \$ 23,099,134.57 (2022); \$25,552,529.71 (2023) Sourcewell: \$400,000 (2022 and 2023)	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<ul style="list-style-type: none"><li>• 47QSWA18D0057 - ~\$27M</li><li>• GS-21F-0134W - \$6M</li></ul>	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Las Vegas, NV (UNLV)	Don Johnson	702-895-2326	*
Richmond City Schools	Jeanette Endicott	804-780-6159	*
Texas Health and Human Services	Hadassah Gomez	512- 406-2466	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	<p>Honeywell International has over 95,000 employees worldwide, our division Honeywell Building Technologies has 44,000 employees the majority residing in the US and Canada</p> <p>Honeywell organizes and staffs your team to effectively and efficiently implement projects and sustain continuous performance for your project The General Manager and the site Project Manager lead by delegating responsibilities by functional element Honeywell's seasoned team of professionals holds numerous professional designations including: Professional Engineers, Leadership in Energy and Environmental Design (LEED) certifications, Certified Building Commissioning Professionals, and Certified Project Managers</p> <p>Honeywell leadership and functional structure ensure the ongoing success and support of our professionals This approach provides the ability to quickly increase the size of the organization to take on larger amounts of work. The structure also supports contingency planning by having multiple employees trained in critical positions and our proven management processes that incorporate centralized document repositories for all projects</p> <p>All organizational elements are assigned and responsible for specific functions, providing our customers with clearly defined lines of authority and communication Quick resolution of issues is ensured by providing Sourcewell contract managers access to Honeywell leadership and clear channels to key project personnel for onsite customers.</p> <p>Element and Responsibility Assignments for all phases of the program are identified during project development to ensure key personnel are assigned and held accountable.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Honeywell aligns itself with leading business innovators, speeding the creation of unique market solutions, while decreasing customer risk, creating operational efficiencies, and achieving maximum return on investment The result is a tightly integrated solution of complementary services and technology that provide accurate, real-time information Honeywell Productivity Products has Authorized Distributors serving the U S and Canada markets who provide a high level of support and Value Added Services for our products into our Partner community</p> <p>We put a high value in the close working relationship between Honeywell, our Authorized Distributors and Partners which has been the bedrock of our combined success in the past and will continue to be so going forward.</p>	*

28	Service force.	<p>General Manager: Allocates resources to ensure productivity Supports, coordinates, directs, and manages all aspects of program Responsible for operations of entire energy team.</p> <p>Supply Mgmt Leader: Responsible for negotiating supplier agreements to provide optimum pricing and warranty for our customers.</p> <p>Quality Control/Quality Assurance Leader: Developing QC/QA plan; identifies critical tests and inspections required to meet the specifications and design intent; actively participates in Commissioning.</p> <p>Contract Manager: Responsible for contract negotiations and all communications regarding project T&amp;Cs.</p> <p>Solution Development Leader (Design): Responsible for allocating and coordinating PCEs and Design Engineers during development and construction phases Leads all design and engineering efforts</p> <p>Project Management Leader (Construction Management and Commissioning Training): Responsible for permits, construction management, commissioning, training, rebates, job financials, and project closeout.</p> <p>Safety Leader: Responsible to work with the project manager to formulate and implement the site-specific safety plan.</p> <p>O&amp;M Service Leader (Repair): Responsible for coordinating, scheduling, and quality control of equipment maintenance Manages Service Technicians to ensure 100% customer satisfaction.</p> <p>Customer Satisfaction Leader: Responsible for establishing and maintaining customer contact during the project implementation and performance phase to mitigate customer concerns.</p> <p>Service Leader: Manage team of Service Specialists, resource allocation to projects, and verify plans are developed to meet customer requirements.</p> <p>Business Development Leader: Responsible for the development of a comprehensive project.</p> <p>Project Manager: Complete on-site project authority; allocates resources, resolves conflicts, develops budgets, initiate corrective actions; develops and administers all subcontracts.</p> <p>Program Manager: Primary liaison with the customer and contracting and senior facility personnel during the project development phase.</p> <p>Engineer (Engineering Analysis, Facility Auditing): Responsible for Facility audits, TC design, Engineering Analysis, Cost Analysis, and construction installation support.</p> <p>Preventive Maintenance and Compliance Leader: Works with the customer throughout the performance period to ensure that all preventative maintenance is completed as required in the contract.</p> <p>Commissioning Analyst: Responsible for the commissioning of installed equipment; equipment spec verification (installed with manufacturers recommendations &amp; operates as intended.</p> <p>Service Specialist: Responsible for all verification of performance; including tracking, reporting, and reconciliation.</p> <p>Construction Manager: Responsible for managing project development and construction, detailed energy audits, cost estimating, preparation of construction documents, construction implementation, ensures adherence to established quality and safety requirements.</p> <p>Estimating Manager: Provides support for the Project Manager in estimating the project cost, evaluating the costs of alternatives and scope changes that may occur.</p> <p>Service Branch General Manager: Responsible for all O&amp;M service work performed by the branch.</p> <p>Service Technician: Responsible for performing all scheduled on-site O&amp;M service work, ensuring equipment operations; responds to emergency calls.</p> <p>Global Service Response Center: Provides: 24/7 technician dispatch services, critical system monitoring, and live problem troubleshooting.</p>
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The award will be direct to customer. No distributors or dealers are involved. The local Honeywell account manager assigned to the state, region, or territory will be responsible for providing the customer a quote based on the approved Sourcewell participant list.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Overview - Corporate Project Management Approach</p> <p>Honeywell's proven approach to project management works in partnership with its customers to meet facility mission critical requirements by efficiently providing successful on time delivery of their projects.</p> <p>Honeywell's talented personnel use proven processes creating a successful project management approach ensuring effective and sustainable projects.</p> <ul style="list-style-type: none"> <li>• Demonstrated successful Project Management approach on large scale projects</li> <li>• Dedicated Functional Experts to ensure project success</li> <li>• 1300 Honeywell facilities worldwide providing project management and O&amp;M service staging for projects.</li> </ul> <p>Project Management System</p> <p>Honeywell's project management system clearly defines the processes, procedures, and roles necessary to provide our customers with successful projects. Honeywell project managers use this system on all our projects worldwide. Honeywell has implemented process improvements to our management system over the previous years of project performance. Many of Honeywell's customers reinforce the effectiveness of this approach through repeat business with the Honeywell team using various financing and contracting vehicles.</p> <p>Honeywell's proven management system starts in the preliminary assessment phase of the project and continues through the detailed design, contract award, construction, and ongoing operations and maintenance. Members of your Building Solutions Team execute each of these phases, using standard processes and procedures, ensuring Honeywell delivers a quality project safely and on time. Team members are all Six Sigma trained and are required to maintain training and development plans as part of their employment requirements, ensuring the most qualified team in the industry.</p> <p>Management Organization</p> <p>Honeywell's Management Organization clearly defines the roles necessary to provide our customers with successful projects. This structure allows for standardized practices and techniques throughout the project management team while also serving as the backbone of our Building Solutions Team contingency plan for organizational element backup.</p> <p>Honeywell's in-house engineering staff enables Honeywell to complete preliminary design of innovative Technologies early in the project to define scope, achieve value engineering, and prevent cost overruns. Honeywell has implemented a delivery organization with project managers focused on successfully managing large scale projects.</p> <p>The Commissioning team is involved in the project from the Detailed Design phase through project commissioning and acceptance. This team of engineers ensures the proper development of the functional testing of all systems in the design phase and optimum performance after construction is complete. We have structured our management organization to support the project team in the field, raise contract performance, and reduce risk, providing the optimal energy efficiency and realization of sustained energy savings.</p> <p>Health, Safety, and Environmental</p> <p>We integrate health, safety, and environmental (HSE) considerations into all aspects of our business to protect our customers, employees, communities, and the environment. Our HSE management systems reflect our values and help us meet our business objectives. The HSE team at Honeywell is managed at the corporate level to ensure compliance with standards across individual projects as well as office locations. A Safety Team Lead is assigned to each project to help evaluate project safety risks and develop the Site- Specific Safety Plan (SSSP) in conjunction with the Project Manager and the customer. The SSSP is unique to every project and is used to help identify safety risks and develop strategies to mitigate that risk. Each SSSP requires involvement from the Safety Team Lead in every phase of project implementation, including accountability for subcontractor environmental health and safety. The SSSP is incorporated into the project Construction Plan.</p> <p>Supply Management (Procurement)</p> <p>Honeywell's Supply Management Team serves the project team by establishing supplier and subcontractor partnerships and managing the performance of these partners. To provide our customers with the highest overall value, Supply Management works with our strategic suppliers to obtain optimal pricing, warranty terms, and timely delivery of equipment. Similarly, the Supply Management Team develops subcontractor partnerships for the project team to consider for site-specific implementations. Supply Management's</p>	

goal is to meet or exceed all small business requirements when establishing subcontracts and partnerships. Honeywell's Supply Management professionals minimize risk to the project team and customer by employing rigorous pre-qualification and performance management processes.

#### Honeywell's Customized Training Program and O&M

The Training Team, a dedicated team within Honeywell that is tasked solely with training customers and employees, formulates the site-specific training plan during the development process to identify costs, schedule, and task assignments. The customer and onsite project manager are involved in the development of the training to ensure all training needs are met. The majority of training is normally held on-site, but training might require an individual to attend an off-site course at one of the Honeywell training centers (for example, higher level Building Management System [BMS]). Honeywell develops manuals, videotapes on-site training, and provides access to Web-based sites to address potential changes in personnel through the term of the contract. All training costs are included and defined in the final agreement, but at the customer's request, additional specialized training can be budgeted over the agreement period and provided in several ways. These include an annual allocation of hours or costs, fixed training at specific intervals, or administrative assistance to staff directly.

Honeywell's O&M team is 100% focused on operating and maintaining all systems and equipment included in ESPC projects. We have over \$600M of O&M contracts in force with customers across the globe. During the design phase, the project team has the O&M team review drawings and equipment selections to verify operational requirements, integration of maintenance requirements into existing facilities and lifecycle cost analysis for equipment selections.

Our O&M team understands how to operate and maintain a diverse, technical site infrastructure and plays a key role in assuring design and equipment compatibility with operational constraints. For example, there are over 15 Honeywell employees on the GSA Federal Research Center at White Oak (located in Silver Springs, MD) performing functions that range from central utility plant operations (electricity generation, chilled and hot water) to maintaining building comfort and functionality. The O&M team is supported by a worldwide service organization with over 1,300 offices and 3,000 service technicians capable of locally supporting all aspects of ongoing project service, no matter how complex or minimal. The backbone of this organization is the Global Service Response Center, an ISO 9001:2000-certified facility that provides 24/7 dispatch services and critical system monitoring as well as live troubleshooting that can resolve situations without the need of dispatching a service technician. Through the combined use of our entire O&M portfolio, Honeywell has consistently met the O&M needs of our customers.

#### Quality Control and Quality Assurance (QC/QA)

The QC/QA team assists the PM in developing a unique QC/QA plan for each project. The plan is developed with the customer during the engineering phase of the project and identifies all critical tests and inspections required to meet the specifications and design intent. The QC/QA team is involved from design through construction and actively participates in the Commissioning process. The plan is developed using tools from Honeywell's Six Sigma methodology to ensure the highest level of quality is built into the plan.

#### Cost, Schedule, and Technical Performance

Honeywell manages the status of key project metrics including cost, schedule, and technical performance through proven project management tools and techniques. Honeywell's team of Project Managers effectively control projects by implementing standardized tools and techniques to ensure project success.

- 100% of projects delivered within negotiated scope and price
- 100% Equipment and systems commissioning compliance
- O&M plans ensure equipment performance at start-up and ongoing

Key project metrics such as cost, schedule, and technical performance are estimated, measured, and reviewed using project management techniques proven on thousands of projects. These techniques help ensure that our projects are delivered to the customer on time, meet the quality standards set forth in the specifications, and are delivered within and with no cost changes to the negotiated scope and price.

#### Cost

Honeywell identifies costs throughout the development process using our estimating team in conjunction with our engineers, equipment suppliers, and subcontractors. The project's Final Fixed Price is developed through review of 30% engineered drawings, normalization of multiple equipment supplier and contractor bids, and standard estimating historical data. During design, the estimating team conducts constructability reviews at predetermined design intervals to ensure there are no budget overruns. During construction, overall project costs are updated monthly to ensure the final Estimate at Completion (EAC) falls within project budgets. If there is a potential impact to the cost at completion, EAC updates are made in the accounting system to reflect that change. These cost changes are not passed on to the customer unless

they are customer-directed scope of work changes.

#### Schedule

An accurate, up-to-date project schedule is crucial for managing construction efforts and delivering a project on schedule and budget. A preliminary schedule is developed during the Preliminary Assessment (PA) phase and then further refined for the Detailed Design Phase. After the project is awarded, the schedule is further refined with input from individual subcontractors and lead times from equipment suppliers. The PM on the project provides the schedule updates on a weekly basis so that progress can be tracked. The PM also provides weekly updates to the customer for review and comment in weekly construction meetings.

One method used for tracking progress is through earned value analysis. By comparing earned value to scheduled value, the PM can quickly address whether or not the project is on schedule. PMs update and review critical path tasks utilizing Critical Project Management (CPM) schedules in MS Project or Primavera. Critical paths change with schedule updates, which require PMs to reconfigure work plans to implement tasks that may have become critical and ensure that they are completed on time.

#### Technical Performance

Technical performance is determined during the PA phase of the project. Honeywell design engineers begin developing the project specifications, which are drawn from our master specifications. The site-specific design requirements are married into our master specification and become the guideline for design and construction for the project. Design engineers also review equipment selections to ensure compliance as well as determine QC/QA tests required throughout the construction phase.

Technical performance is tracked daily by the PM and Solution Development Leader (SDL). Together they inspect the work product to ensure compliance with design specifications. If any deviation from the specification is determined necessary, the SDL will document the issue in the field inspection report, inform the project team of the issue, and develop a plan to correct the non-compliant work impacting performance.

Verifying technical performance is the primary objective of the commissioning teams at project completion. The commissioning leader will oversee commissioning systems per the approved Commissioning Plan and perform pre-functional and functional tests to verify and optimize equipment and system performance. Factory start-up and training, per manufacturer's recommendations, guarantees all equipment warranties are in effect at project acceptance.

Prior to entering the performance phase, the local service branch develops and implements service schedules consisting of annual preventative, maintenance, and complex overhauls at pre-determined timeframes based on manufacturers recommendations to preserve equipment life, maintain efficiencies, and lower life-cycle costs.

#### Featured Best Practices

##### Benefit to our Customer In-House Estimating

- Best price based on Honeywell industry experience and multiple vendor bids.

##### Rigorous Schedule Management.

- Guarantees the project is delivered on time QC/QA Plan.
- Reduces risk of technical shortfalls by implementing the plan derived during project development.

#### O&M Plans

Commissioning verifies equipment operates; O&M ensures equipment performs per design and specification.

#### 3 Price Tracking, Reporting, and Control

Honeywell manages the status of key project metrics including cost, schedule, and technical performance through proven project management tools and techniques. Honeywell's sophisticated cost tracking tools minimize financial risk to the customer by keeping senior management up to speed on all project performance metrics.

- JSS software captures all project costs for 100% up-to-date job cost reporting and control.
- JSS software provides up-to-date project information 24/7 anywhere in the world.
- 100% visibility of project finances and key metrics by senior management.

Honeywell successfully delivers large, complex projects around the world, using methods and processes developed internally and adapted for all levels of management to quickly evaluate a project's performance at any time or location.

#### Price Tracking

The PM holds monthly cost meetings with the Project Management Leader (PML) to review current cost against Cost at Completion (CAC). During these meetings, all

		<p>costs are reviewed against estimates to determine if the project will complete on budget. The PM also works with the Supply Management team throughout the project's life to ensure subcontractors and suppliers are meeting the prices established in their contracts.</p> <p>The PML reviews all projects with their Finance Leader and the Vice President of Operations on a quarterly basis at the JSS meeting. These reviews are prepared using the 4-Blocker from the Project Vision tool. This document gives senior management a snapshot of all cost indices for every project.</p> <p>The 4-Blocker report, using data from SAP, extracts all data from the Honeywell project accounting system and automatically sets the indicator lights to:</p> <ul style="list-style-type: none"> <li>- Green Project on track</li> <li>- Yellow - Some areas of concern</li> <li>- Red - immediate action required to address deficiency</li> </ul> <p>The underlying purpose of the JSS is to identify opportunities and risks within all active projects. The fundamental assumption is that, to support our more complex and large projects, all business stakeholders need to understand project issues and project performance. This process provides a forum to review the status of project metrics. The JSS report is the cornerstone of the process and provides the path to get information from the project manager to the business leadership teams.</p> <p><b>Project Reporting</b> Monthly 4-Blocker Reports are submitted by the PM to the Project Management Leader (PML) covering detailed information on project status including but not limited to: job to date costs, work completed since last report, forecasted work activities for the next month, project risk analysis, outstanding project issues, and safety updates, including near-miss reports. In addition, Monthly Operations Reports (MOR) are prepared each month by the PM and the PML for review by the VP of Operations. Functional team leaders attend the MOR meeting to review safety performance, supply management performance (including status of purchase orders), subcontracts, and project financial performance against established cost budgets. The PML reviews all projects under their supervision in design and construction to discuss any related issues or resources they need from any of the functional team leads.</p> <p><b>Project Control</b> Honeywell's philosophy is that the Project Manager controls all aspects of the project with oversight by the PML. All project issues are resolved at the lowest organizational level possible. This ensures the PM and team are empowered to make decisions to resolve day-to-day issues. When an issue cannot be resolved by the PM, it is elevated for review by the PML. Ninety-nine percent of the time, issues are resolved on the project level.</p> <p>Senior management involvement is limited to dealing with resource allocation, functional team support, or human resources issues. In these cases, management uses the chain of command and allows the PML to address the issue with the team to come to a resolution to keep a project on track.</p> <p>Honeywell employs extremely capable team members that are high performers and have the ability to deliver quality projects to the customer with minimal distractions and direction from senior management. Because Honeywell utilizes the 4-Blocker Report, Job Status Summary Reports, and the MOR, management can proactively track project status and engage the PML when necessary.</p>	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We want to turn your building into a highly profitable asset. By seamlessly integrating hardware, software, and analytics - all backed by skilled services, we are driving the digital transformation of buildings. We are creating building ecosystems that put the occupant at the center and fostering environments of efficiency, productivity, and collaboration.</p> <p>With more than 100 years of domain expertise in the industries we serve, we are here to help you adjust to whatever may happen next.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We want to turn your building into a highly profitable asset. By seamlessly integrating hardware, software, and analytics - all backed by skilled services, we are driving the digital transformation of buildings. We are creating building ecosystems that put the occupant at the center and fostering environments of efficiency, productivity, and collaboration.</p> <p>With more than 100 years of domain expertise in the industries we serve, we are here to help you adjust to whatever may happen next.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Honeywell is strategically located throughout the U.S. and Canada which allows us to cover all areas with service and installations.	*



34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating entities will have access to our Sourcewell-awarded agreement as long as they're a Sourcewell-approved participant.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions that would apply. We require that they are an approved Sourcewell customer. We will verify the approval from the Sourcewell website.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	There are no restrictions that would apply. We require that they are an approved Sourcewell customer. We will verify the approval from the Sourcewell website.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>For over 100 years, Building Automation has been an industry leader in providing integrated security solutions for the education sector. Honeywell has an extensive customer base that can benefit from Sourcewell Procurement program.</p> <p>To increase awareness of new offerings and service options, Honeywell will notify existing customers of the new Sourcewell contract within 30 days of contract award. Our team will notify customers via email and a personal call to provide additional information and instructions on how to take advantage of the procurement program.</p> <p>Additionally, we are currently working on a phased approach to contact schools in every major market and surrounding rural areas throughout the U.S. and Canada Phase 1 will focus on contacting educational institution with 5,000 or more students within the first 120 days of contract award Phase 2 will focus on contacting educational institutions with under 5,000 students.</p> <p>Please see the attached document titled "Sourcewell Marketing Plan."</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Once awarded Honeywell will create a Sourcewell website link to a Honeywell landing page for Sourcewell Partners.</p> <ul style="list-style-type: none"> <li>Honeywell and Sourcewell partnership information will be available on website.</li> <li>Dedicated Sourcewell Account Executive contact information will be available on website.</li> <li>Contract information will be available on website.</li> <li>Contact request form option.</li> <li>Products and Services</li> <li>Contact request can be integrated to CRM prompting an automated lead to our closest branch to customers location.</li> </ul> <p>Honeywell is active on social media on LinkedIn, Twitter, YouTube, Google+, SlideShare and Facebook.</p> <p>Honeywell has brand reputation and social media presence that is a forum for marketing and dissemination of information A campaign is in place to communicate and drive existing and new customers to our Honeywell partnership website.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell is a multi-national cooperative with a network of over 50,000 members across the United States and Canada. The partnership will enable Honeywell to assist customer new and existing with an additional purchasing vehicle that will expedite processes and deliver results The addition of this procurement vehicle, during the Honeywell Sell Cycle, will result in a better Sourcewell partner experience.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All Products, Services, Equipment, installation, and Purchases are negotiated directly with a local Honeywell Branch and follow the procurement process in accordance with the contractual agreement and based on the state's procurement process.	*

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Honeywell's Customized Training Program</p> <p>The Training Team, a dedicated team within Honeywell that is tasked solely with training customers and employees, formulates the site-specific training plan during the development process to identify costs, schedule, and task assignments. The customer and onsite project manager are involved in the development of the training to ensure all training needs are met. The majority of training is normally held on-site, but training might require an individual to attend an off-site course at one of the Honeywell training centers (for example, higher-level Building Management System). Honeywell develops manuals, videotapes on-site training, and provides access to Web-based sites to address potential changes in personnel through the term of the contract. All training costs are included and defined in the final agreement, but at the customer's request, additional specialized training can be budgeted over the agreement period and provided in several ways. These include an annual allocation of hours or costs, fixed training at specific intervals, or administrative assistance to staff directly. Honeywell provides training for agency operators and personnel as needed when each TC is completed and placed into service. All training is documented in the final commissioning report.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Honeywell Forge</p> <p>Honeywell Forge Connect - <a href="http://www.honeywell.com">www.honeywell.com</a> - Commercial buildings require dozens of independent systems to operate, which creates complexity, prevents valuable performance reporting and analysis and makes remote management impossible. This hinders business optimization - especially across a portfolio of buildings - by limiting strategic decision making and forcing business leaders to manage operations in silos around their organization.</p> <p>A SINGULAR VIEW OF OPERATIONAL PERFORMANCE</p> <p>Honeywell Forge Connect is a breakthrough connectivity service that leverages advanced Machine Learning models to quickly unlock building performance data and unify that data across a portfolio. With this secured cloud connection between systems and buildings, enterprise leaders can visualize and compare operational KPIs to improve their strategic investments by applying artificial intelligence and autonomous control solutions through applications that optimize and centralize portfolio performance.</p> <p>Honeywell Forge Connect thrives on system diversity, using hundreds of drivers to auto-discover both modern and legacy systems in a building - regardless of their manufacturer. The solution then utilizes a Unified Data Model to drive normalized performance data to a secured cloud environment, which enables customers to scale and extend applications across their enterprise portfolio - without the need to rip and replace existing systems. This empowers business leaders to visualize portfolio performance in real-time, optimize processes through advanced analytics and artificial intelligence and futureproof their infrastructure with a secured, open and extensible connectivity strategy.</p> <p>Honeywell Forge Cybersecurity Platform</p> <p>A robust software solution that simplifies, strengthens and scales industrial cybersecurity operations for any asset-intensive business facing evolving threats.</p> <p>Honeywell Forge for Cybersecurity improves cybersecurity performance at a single site or across multiple sites-by increasing visibility into vulnerabilities and threats, enabling proactive action to mitigate risks and improving cybersecurity management efficiency.</p> <p>As cyberattack costs can run into millions of dollars, the software delivers a simple yet scalable threat management option for companies in any stage of cybersecurity maturity. From inventorying assets on a network; to moving and using operations data; to strengthening endpoint and network security; to improving cybersecurity compliance and more, the new platform delivers a grow-as-you-go software solution to better address cybersecurity pain points in operational technology (OT) and industrial internet of things (IIoT) environments.</p> <p>HIGH-LEVEL BENEFITS</p> <ul style="list-style-type: none"> <li>• Simplifies cybersecurity for industrial operators by unifying the most commonly needed OT security capabilities in one software platform.</li> <li>• Strengthens the cybersecurity of industrial assets across an enterprise with a field proven platform that combines the essentials of cybersecurity operations with advanced asset security management.</li> <li>• Scales cybersecurity investments with grow-as-you-go software that continually delivers more security and operations management capabilities, all from one global strategic provider.</li> </ul> <p>HIGH-LEVEL FEATURES</p> <ul style="list-style-type: none"> <li>• Software solution that improves OT cybersecurity performance across an enterprise.</li> <li>• Single platform for multi-site OT cybersecurity operations.</li> <li>• Vendor-neutral solutions that help strengthen cyber defenses, regardless of control system.</li> </ul>



43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>We are proud of the environmental improvements we have achieved to date and strive to continue our commitment to making our business more sustainable through the following goals:</p> <ul style="list-style-type: none"> <li>o Achieve five-year "10-10-10" target by 2024: Reduce global Scope 1 and Scope 2 GHG emissions</li> <li>o intensity by an additional 10% from 2018 levels</li> <li>o Deploy at least 10 renewable energy opportunities</li> <li>o Achieve certification to ISO's 50001 Energy Management</li> <li>o Standard at 10 facilities</li> </ul> <ul style="list-style-type: none"> <li>• Reduce U.S. Scope 1 and Scope 2 GHG emissions by 50% by 2030 from a 2018 base year as a member of the U.S. Department of Energy Better Climate Challenge</li> <li>• Be carbon neutral in our facilities and operations<sup>1</sup> by 2035</li> <li>• Validated by the Science Based Targets initiative (SBTi),</li> <li>• Honeywell committed to: <ul style="list-style-type: none"> <li>o Reduce absolute Scope 1 and 2 GHG emissions 50% by 2037 from a 2019 base year.</li> <li>o Reduce absolute Scope 3 GHG emissions 23% within the same timeframe.</li> </ul> </li> </ul> <p>Each of our strategic business groups is required to establish internal goals for year-over-year improvements in GHG emissions, energy efficiency, hazardous waste reduction intensity, and non-hazardous waste diversion rates. Progress on our goals is monitored by the Corporate Energy &amp; Sustainability Team (CEST), reported quarterly to Honeywell's CEO, and is reviewed at least annually with the Board's Corporate Governance and Responsibility Committee</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<ul style="list-style-type: none"> <li>• State Environmental Voluntary Protection Program (Tonawanda, NY) Baja California Award of Energy Efficiency</li> <li>• New Jersey Environmental Stewardship Award</li> <li>• Golden Peacock Occupational Health &amp; Safety Award</li> <li>• Corporate Responsibility Magazine's 2017 Most Sustainable Corporate Headquarters</li> <li>• OSHA Voluntary Protection Programs' Star</li> <li>• Keep America Beautiful's Vision for Am LEED Gold Green Building Certification</li> </ul>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>What Differentiates Honeywell?</p> <p>The Team - At Honeywell, our greatest strength is our team. We develop and retain the industry's most dedicated and qualified colleagues, providing an aggressive certification plan to keep them trained in the latest technology innovations, industry trends, regulations, project management principles, process development and integrated systems.</p> <p>The Technology - Honeywell maintains strong relationships with the worlds' leading technology partners to provide customers with best-in-class products and engineered services.</p> <p>The Project Experience - Honeywell has provided integrated technology solutions for complex projects around the globe incorporating many or all of the suite of technology systems outlined.</p> <p>The Honeywell single source capability to manage multiple-technology project implementations is second to none in the industry.</p>	*
46	What industry specific certifications does your company and/or equipment hold? (e.g. ENERGY STAR, NEBB).	<ul style="list-style-type: none"> <li>• Energy Star</li> <li>• NAESCO</li> <li>• SDS Smoke Generating Tubes</li> <li>• SDS 50018 Air Liquide 4-Gas mixture with Hydrogen Sulfide (H<sub>2</sub>S)</li> <li>• SDS for 4-Gas mixture with Methane (CH<sub>4</sub>)</li> <li>• SDS Rub out Salisbury hand cleaner</li> <li>• SDS Salisbury rub out towellettes</li> <li>• SDS Silicone spray 16 oz aerosol can</li> <li>• SDS Super salco detergent</li> <li>• SDS 10-4 glove dust</li> <li>• SDS Li-ion battery pack, RAELink 3</li> <li>• SDS Li-ion battery pack, 3G PID</li> <li>• SDS 0.8W Li-ion battery pack, MultiRAE Series</li> <li>• SDS 0.8W Li-ion battery pack, extended duration, MultiRAE Series</li> <li>• SDS Li-ion battery pack, MicroRAE</li> <li>• SDS Li-ion battery pack, AreaRAE Pro / AreaRAE Plus</li> </ul>	

47	Describe any design, installation and efficiency standards or regulations that apply to your equipment (SMACNA Standards, ACCA Standards, EPA Regulations).	<p>Design, Installation, and Efficiency Standards for Honeywell Building Automation Equipment</p> <p>1. SMACNA Standards The Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) provides guidelines and standards that ensure the quality and performance of HVAC systems. Honeywell Building Automation systems adhere to the following SMACNA standards:</p> <p>HVAC Duct Construction Standards: Honeywell ensures that all ductwork associated with its building automation systems is designed and installed following SMACNA's HVAC Duct Construction Standards. This includes specifications for duct materials, construction techniques, and sealing methods to optimize airflow and system efficiency.</p> <p>HVAC Systems Testing, Adjusting, and Balancing (TAB): Honeywell systems comply with SMACNA's TAB standards to ensure that HVAC systems operate efficiently and effectively. This involves thorough testing, adjusting, and balancing of HVAC systems to meet design specifications and performance criteria.</p> <p>2. ACCA Standards The Air Conditioning Contractors of America (ACCA) sets standards for the design and installation of HVAC systems. Honeywell Building Automation systems are designed and installed in compliance with the following ACCA standards:</p> <p>Manual J: Honeywell uses ACCA's Manual J for residential load calculations to ensure that HVAC systems are properly sized for the specific heating and cooling needs of the building. This prevents oversizing or under sizing of equipment, optimizing energy efficiency and occupant comfort.</p> <p>Manual N: For commercial buildings, Honeywell follows ACCA's Manual N for load calculations, ensuring that HVAC systems are designed to meet the unique demands of commercial spaces while maximizing efficiency.</p> <p>Manual S: Honeywell adheres to ACCA's Manual S for equipment selection, ensuring that HVAC equipment is appropriately matched to the calculated loads, enhancing system performance and energy efficiency.</p> <p>3. EPA Regulations The Environmental Protection Agency (EPA) establishes regulations to protect the environment and promote energy efficiency. Honeywell Building Automation systems comply with the following EPA regulations:</p> <p>Energy Star: Many Honeywell products are Energy Star certified, meeting strict energy efficiency guidelines set by the EPA. This certification ensures that Honeywell equipment contributes to energy savings and environmental protection.</p> <p>Refrigerant Management: Honeywell complies with EPA regulations on refrigerant management, including the proper handling, recycling, and disposal of refrigerants to minimize environmental impact. Honeywell's equipment uses refrigerants that meet EPA's standards for ozone depletion and global warming potential.</p> <p>Clean Air Act: Honeywell ensures that its building automation systems adhere to the requirements of the Clean Air Act, particularly in relation to emissions from HVAC equipment. This includes using low-emission technologies and following guidelines for indoor air quality and pollutant control.</p> <p>4. Additional Standards and Regulations Honeywell Building Automation systems also adhere to other relevant standards and regulations to ensure optimal performance and compliance.</p> <p>ASHRAE Standards: Honeywell follows standards set by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) for HVAC design, energy efficiency, and indoor air quality.</p> <p>National Electrical Code (NEC): Honeywell ensures that all electrical components and installations comply with the NEC to guarantee safety and reliability.</p> <p>Building Codes: Honeywell systems are designed and installed in accordance with local, state, and national building codes to ensure compliance with all legal requirements. This comprehensive approach ensures that Honeywell Building Automation systems are designed, installed, and operated to meet the highest standards of quality, efficiency, and environmental responsibility.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Honeywell has a preferred subcontractor program which has an emphasis on small, minority, and women owned businesses. Having a pool of qualified small, minority, and women-owned requirements for public and private projects with specific requirements as well.
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Net 30	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	We will discuss upon award of contract, but we do have financing available.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see the attached document "Standard Template Agreements and Transaction Documents."	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. There will be no additional cost.	*

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The attached document titled "Sourcewell Customer Pricing Document updated 07.30.2024" has the pricing which is active on our existing Sourcewell approved contract. The first tab is the customer order form that we use to identify them as a Sourcewell customer and provide them pricing. The second tab is the Equipment Requested Quote. The third tab is special Sourcewell pricing.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10% off MSRP.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	We work with local utility companies to get all energy rebates available.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any Additional equipment or parts nor included in our agreement as well as sub-contractors needed to complete the project.  10% mark up 12% overhead	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight, warranty, customs, and contingency.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Price is dependent on the order.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Price is dependent on the order.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Honeywell uses UPS and FedEx.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Once contract is executed the Honeywell Operations team will create the following auditing mechanisms to track compliance with Sourcewell Contract requirements.  Marketing generated campaign identifier (Sourcewell Partner) will allow Honeywell operations to identify Sourcewell Cooperative projects and account within the CRM, SAP, and other internal processing applications.  The identifier will provide a system audit trail that will allow us to automatically coordinate the correct processes, pricing, and reporting to remain complaint through the customer purchasing process.  In Addition, the operations team will generate a special code to ensure the administrative fee is added in accordance with the contractual agreement. The auditable data will allow Honeywell to report sales on a quarterly basis and report the Sourcewell administrative fee allocations in accordance with the contractual agreement.	*

70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Cost, Schedule, and Technical Performance</p> <p>Honeywell manages the status of key project metrics including cost, schedule, and technical performance through proven project management tools and techniques. Honeywell's team of Project Managers effectively control projects by implementing standardized tools and techniques to ensure project success.</p> <ul style="list-style-type: none"> <li>• 100% of projects delivered within negotiated scope and price</li> <li>• 100% Equipment and systems commissioning compliance</li> <li>• O&amp;M plans ensure equipment performance at start-up and ongoing</li> </ul> <p>Key project metrics such as cost, schedule, and technical performance are estimated, measured, and reviewed using project management techniques proven on thousands of projects. These techniques help ensure that our projects are delivered to the customer on time, meet the quality standards set forth in the specifications, and are delivered within and with no cost changes to the negotiated scope and price.</p> <p>It should be stated that all projects can have additional agreed to metrics that can be tracked for success. Honeywell acknowledges that each project is different, so each project can have metrics that should be considered for the Customer to have a successful project.</p>	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	1%	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Not Applicable	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Building Management Systems (BMS) HVAC Services Demonstrated Experience, Skills, and Capabilities</p> <p>Building management systems are one of Honeywell's core competencies. This expertise incorporates control technology transfer from other divisions such as aerospace, defense systems and industrial process controls. Regardless of building configuration, Honeywell's analytical approach ensures that installed systems work as designed to ensure real, sustainable operations and results. Due to our control system experience, Honeywell has the ability to design and install new systems or construct innovative solutions based on individual customer needs. Honeywell is a world leader in controls manufacturing; therefore, we have the ability to stand behind our products and develop custom solutions. This ensures that our customers realize the full value of their investment, while gaining access to our extensive controls and integration experience.</p> <p>Command and Control Suite The Command-and-Control Suite (CCS) helps streamline complex operations by better coordinating your systems, teams, and devices, even across distributed facilities. CCS is a suite of applications for diverse interfaces (desktops, laptops, tablets, wall-mounted touchscreens, as well as web browsers) designed to facilitate enterprise operations from virtually anywhere. An intuitive map-based interface makes critical information easier to access quickly, and with Incident Workflows, you can use standard operating procedures (SOPs) to efficiently respond to a variety of situations. CCS is an open system that supports a full range of industry standard open protocols and web-services interfaces. It can integrate with other facility systems such as life safety, and building management, including Enterprise Buildings Integrator (EBI)</p>	

from Honeywell. CCS works with systems and equipment from numerous suppliers, as well as business and operational systems in a variety of industries.

#### Command Wall

Collaboration and Incident Response - More effectively coordinate responses, such as evacuations. Simplify the reprioritization and redirection of critical tasks, as well as management of daily tasks.

#### Command Station

Desktop and Mobile Operations - Get an overview of events on site, virtually anytime, anywhere. Designed to help you coordinate maintenance, deploy staff, and respond to incidents, and to give on-site technicians system access. Installs on Windows-based tablets, laptops, and single-monitor desktops, or access via web browser on virtually any device.

Mitigate Risk - During an incident, the right decision can be the difference between minor downtime and major disruption. CCS helps you keep disruption to a minimum, even in a major incident.

- Incident Workflow incorporates SOPs to help you improve the quality and consistency of responses and to reduce risk. CCS further enhances timeline and map integration.
  - Access via mobile devices enables monitoring beyond the control room for a more agile, informed response.
- Minimize Downtime - Disruptions, like a breakdown or a breach, can be costly. CCS helps you increase the resiliency of your operations.
- Integrating fire sensors, HVAC, and other systems organizes data in one place for more efficient investigation and diagnosis.
  - Make informed decisions more quickly using alarm management, and Enterprise Dashboards. Smart-map elements populate subsystems with real-time details for faster, more accurate navigation and insights.
  - CCS virtualization and redundancy options help improve system uptime and simplify management to support overall business continuity.

Increase Productivity - Map-based navigation displays information only as needed for detailed yet intuitive navigation, and supports touch control for faster use and training, and cross-skilled teams.

- The ability to view and manage numerous facility systems in one place enhances the value of facility-wide integration.
- Enterprise Dashboards give you insights into your building's energy use and efficiency to help you optimize performance and reduce costs.
- CCS displays map-based information on tablets, computer monitors and wall-sized touch screens. Fast, intuitive displays provide on-screen access not only to security video and enterprise dashboards, but to documents, drawings, procedures and other relevant information people may need quickly.

Build Confidence - Instill confidence in your teams and stakeholders: CCS helps you demonstrate greater safety, security, and readiness.

- Improve compliance: Preserve each step your operators take with digital recordings of the Incident Workflow process.
- Accelerate post-incident analysis with automated reporting.
- CCS provides instinctive user experiences designed for the needs of your teams - not the limits of devices or systems.
- CCS offers more install options, from a "thin client" to various server options, helping tailor your system to your needs for installation costs, data security, and backups.

#### Redundancy

BMS hot redundant servers is a core component of the Honeywell BMS system. Should the Primary Server fail, a fully functioning Backup Server will assume the Primary role within approximately 10 seconds. The Primary Server is used to mean the specific EBI server that is actively providing EBI functions to the controllers and users. This provides the user with redundancy of their critical BMS servers. The Primary Server propagates all database transactions to the Backup Server over a network connection so that both databases remain in synchronization.

During normal operation where both servers are fully functioning, this process is referred to as on-line database backup or just on-line backup. In the best case, where the Controllers/PLCs support fully redundant communications, architecture may be provided which eliminates single points of failure all the way to the controller.

#### Distributed System Architecture

Distributed System Architecture (DSA) is a core component that allows centralized monitoring and control of multiple BMS servers over standard LAN/WAN connections



as it is one system. DSA also enables geographically distributed systems to function as one large system. This allows operators to seamlessly monitor, access, and operate the entire system from one interface.

#### Incident Workflow

Incident Workflow helps guide users through the decision-making and response process during critical situations. By seamlessly integrating emergency operations with enterprise applications, Incident Workflow will help reduce risk, promote continuity and increase productivity throughout your business.

Collaborate to Reduce Costs - You can often develop a more rapid incident response by thinking outside the control room - Incident Workflow allows first responders, operations and facility staff to cooperatively respond to incidents from multiple devices.

Seamless integration with BMS allows intelligent automation across your facility. For example, authorized users can perform a number of actions from a single workflow:

- Mass notification to affected users, tenants or customers
- Automated or manual control of surveillance cameras
- Unlocking and locking of doors to allow first responders to access critical areas

Manage Incidents. Reduce Risk. - By combining business-critical Standard Operating Procedures (SOP) with automated and manual detection of incidents, you can promote reduced disruption to your business. With immediate access to SOPs, operators are guided through potential responses in near real-time, reducing potential impact and the risk of incident escalation.

You can easily link SOPs to multiple locations within your building, providing users with relevant information regarding specific issues. And because all these functionalities are promptly available through an intuitive interface, it promotes reduced response times and improved effectiveness.

Simple Yet Powerful - Incident Workflow is powered by the unseen intelligence of BMS and employs advanced user experience design across multiple devices - Honeywell Command Wall, desktop or tablet. Incident Workflow's clear and easy-to-understand workflow typically reduces training requirements and administration and helps provide increased confidence in the user.

Automated Productivity - There's no need for information to be manually written with Incident Workflow - all reports can be automatically retrieved and accurately reproduced, often increasing productivity and reducing costs. You can also manage scheduled events with simplicity, such as regular maintenance or security checks, helping to reduce the chance of manual error.

Building Confidence in Compliance - As events occur you can access visualization of progress, priority, comments and owners. This automated system can also be used to demonstrate enhanced security, safety and readiness to respond - increasing stakeholder trust in business continuity. To further compliance and traceability, you can readily create reports that demonstrate adherence to established protocols. Following an incident, you can recall user actions, including a timestamp and their name. This analysis of individual events allows you to plan and better prevent future incidents, helping to reduce long-term costs and optimizing resource management.

#### Comfort Point Open BMS

Honeywell ComfortPoint™ Open (CPO) is a building automation system with simple, BACnet® based open integration. When implemented with Honeywell Enterprise Buildings Integrator (EBI), CPO can improve energy efficiency and operational efficiency in your project. ComfortPoint Open simplifies and streamlines building management while reducing operational expenses through remote services and energy consumption reporting. ComfortPoint Open is the simply smart way to optimize building control and performance.

#### Why ComfortPoint Open?

Easy to Integrate - A native BACnet-compliant building management system, ComfortPoint Open is designed to connect and interoperate with other BACnet servers / devices.

Increase Productivity and Operational Savings - ComfortPoint Open offers the Honeywell EasyMobile client designed for mobile system access. Points and alarms can be controlled and managed from virtually anywhere through internet enabled devices including smart phones and Apple® mobile digital devices.

Reduce Energy Consumption - ComfortPoint Open supports Modbus, enabling integration of open system devices including energy reporting and meter. Modbus support is built into the system with trending/reports to track energy performance and help improve efficiency. Additionally, integrating CPO with Honeywell Energy Manager can provide even more sophisticated energy monitoring and management

Sets Industry Standards - With a large library of heating, ventilation and air conditioning (HVAC) applications, ComfortPoint Open is simple to engineer - helping to maintain consistency, reduce risk and optimize performance.

Specifying Made Simple - Enterprise Buildings Integrator (EBI) used with ComfortPoint Open (CPO) BMS is a complete, innovative building management and energy monitoring system with guide specifications available.

Flexibility to Grow and Expand - Whether ComfortPoint Open is used for new

buildings or retrofit projects, its flexibility can help you to grow or expand your system as business requirements develop. EBI-CPO is an easy to manage web-based system that can be integrated with other applications, such as security management, video surveillance and fire detection, through Honeywell EBI to create a platform for future expansion. In addition, ComfortPoint Open provides a simple path for expansion and migration that leverages your client's existing Excel 5000 infrastructure with enhanced technology to deploy standardized, efficient control strategies and high-performance hardware. Using the Excel 500 Migration Kit and CPO Studio conversion tools, this migration path can deliver increased access to building and system data and promote increased operational savings.

**Optimize Building Performance** - ComfortPoint Open is easy to service both on-site and remotely from Honeywell's Global Service Response Center, helping to enable improved system uptime and reduced operational costs for clients. CPO can also be remotely connected to Honeywell's AttuneM Advisory Services for on-site digital signage, advanced building performance analysis and continuous commissioning of the building.

#### Control Edge™ PLC

The ControlEdge™ PLC dramatically reduces configuration, integration, and support costs while decreasing risk with embedded cyber security. It minimizes downtime through unified support and lowers total cost of ownership through extended system lifecycle.

It also offers more I/O options with a Universal I/O capability, connectivity to multiple devices through open protocols such as EtherNet/IP, OPC UA, DNP3 and simulator to support lean project execution.

The ControlEdge PLC's embedded cyber security supports compliance, reduced risk, and availability. Ours is the first PLC that is ISASecure Level 2 certified. Features include secure boot to prevent uploading of unauthorized software, and a built-in firewall to reduce exposure to denial-of-service attacks and message flooding.

In addition, PLC communication is secured using IPsec. This prevents man-in-the-middle attacks and protects ControlEdge PLC from unauthorized access. Encryption for critical data employs NSA Suite B recommended algorithms. This supports easy configuration and provides certificate-based authentication.

#### Features and Benefits of the ControlEdge™ PLC -

- Support redundant power supplies, controllers, and communication links for critical application.
- Tightly integrated with Experion, Honeywell's best-in-class Distributed Control System (DCS), Supervisory Control and Data Acquisition (SCADA) system, safety system and Honeywell's Field Device Manager (FDM) for smart field device management.
- Modbus RTU, ASCII and user defined protocol on RS232 and RS485 for serial device integration
- I/O racks of various sizes and AC/ DC Power supply options
- OPC UA and EtherNet/IP protocols offer smooth integration to a broad range of devices and controllers Integration with third-party systems and devices such as motors, drives, and compressors
- Leveraging Honeywell's LEAPM project methodology, it is the first PLC with HART enabled Universal I/O for greater configuration flexibility
- Universal IO, Digital Input, Digital Output, Analog Input, Analog Output, Universal Analog Input, High Voltage Input modules
- Connects to Human Machine Interface (HMI) through Modbus, EtherNet/IP, and OPC UA protocols.
- Compatible with leading open network standards such as Modbus, EtherNet/IP, OPC UA and HART-IP Powerful IEC 61131-3 programming environment
- ISASecure EDSA Level 2 certified cyber security ensuring the safety of the system, personnel and critical information.
- Supports on-process remote firmware updates.
- Single vendor service and support across PLC, DCS, Safety System, Panel PC and Field Device Manager Subsea application support with MDIS protocol and a complete library of objects as defined in the MDIS.
- Companion Specification.
- ELMM as a migration solution from legacy IPC620
- DNP3 multi-master capability allowing simultaneous data collection from multiple SCADA

#### Solution Development

Honeywell has demonstrated for many years our ability to implement the right solutions for our customers. The key component to this success is our solution development process. From the very beginning of your automation project, Honeywell works with you to understand your mission, requirements, desires, operational processes and, most of all, your budget and other financial constraints.

The first step is to get a clear understanding of your needs, budget and mission. Honeywell's solution development engineers and consultants work closely with you to clearly outline where your project ultimately needs to be. We employ our own resources, as well as third party firms that may have special skills in an area critical to your project. Once we are all clear on your project's direction, we go through the iterative process of deciding on the best technologies to meet your building automation goals. This involves researching past, current and future technologies and



evaluating them based on your budget.

After the preliminary assessment is complete, we move into the detailed design phase. The detailed design can involve existing buildings as well as new construction. This is a highly involved effort and is critical, especially with new construction, because it lays the foundation for the success of your project.

Finally, the project moves into the implementation phase when the selected parts of your project meet your needs, mission and budget requirements.

Innovative Strategies to Consider for your Project.

Integration

Lighting systems

Shade systems

Daylight Harvesting Systems

Solar Panel Systems

Wind Energy Systems

Passenger turnstiles

Point of Sale Systems

Maintenance Management Systems

Rail Management Systems

Generation Systems

- o Variable Frequency Drives

- o Vertical transportation (elevators, escalators)

- o Monitoring

- o Electricity

- o Natural Gas

- o Water

- o Heating, Ventilation and Air Conditioning Freezer temperature

- o Infectious disease containment

- o Ultraviolet Disinfection

- o Room Pressure Control

Set Negative Pressure to ASHRAE 170 Standard

1. Set 100% outside air, close return air damper

2. Open exhaust damper; start exhaust fan

3. Increase room exhaust airflow at a venturi air valve so set room

4. Increase airflow into the corridor to offset the airflow changes

Scheduling

Optimized Start / Stop of equipment Track cooling tower make up water Track chilled

water system make up water Continuous Commissioning

Commissioning Approach

BMS commissioning involves end device check-out, sensor accuracy, and sequence functionality for accurate control. Our engineers go through a point-by-point checkout of all devices and compare to measured values. Front-end workstation graphics are reviewed on a point-by-point basis to verify point information and setpoints. Honeywell engineers analyze key performance data by establishing trends and tracking equipment operation. Trend data assists our engineers with verifying correct sequences are in place and equipment is operating properly.

O&M and Training Approach

The risk for BMS operation, maintenance, and repair resides with Honeywell; however, Texas Central may assume responsibility for these tasks through mutual agreement with Honeywell. In all cases, Honeywell will provide the necessary training and inspection. Training requirements are defined as part of the design review process. Should Texas Central assume responsibility for maintenance and/or repair, Texas Central will maintain adequate records. Honeywell will inspect records and gather key performance indicators. This information will be used to notify Texas Central in the event the equipment is operating.

HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology & Sensors, controls, thermostats, gauges, and system automation or management products and technology:

Honeywell's connected operations suite of products (Honeywell Enterprise Buildings Integrator (EBI) and Command and Control Suite (CCS)) can help you to promote maximization of the value of integration and improvement of business outcomes by integrating your building and business systems on a single, highly resilient enterprise platform. Key Features Integrating your various building and business systems provides visibility into your entire operation, helping optimize productivity, efficiencies and resources. Optimize Productivity Honeywell's integrated platform promotes: Increased productivity -Event-based, automated workflows help minimize errors and the need for manual intervention, helping valuable resources become more available where needed most

Streamlined workflow -Centralized monitoring, control and reporting provides an enterprise-wide view of your facility to simplify everyday tasks and reduce response time

Energy efficiencies-Monitor and manage your energy usage to promote minimized costs

Simplified training -An operator-centric user interface provides monitoring, control and reporting from a single workstation and turn Data into Knowledge Integration of often disparate IOT systems, helps turn data into knowledge by aggregating enterprise data

from disparate systems and presenting information in more actionable, easy-to-use format that helps you make informed, timely business decisions by:

- Managing from an enterprise level -Consolidating data from disparate facility systems onto a single information management system allows you to see the big picture
- Improving decision making - Overcome information overload by transforming data into more actionable information with access- based on job function or authority
- Delivering intelligent reporting - Comprehensive customizable reporting delivers better-quality management information and greater transparency into facility-wide performance
- Providing an integrated technology platform that allows you to control multiple touch points across your organization to help positively impact the end-to-end customer experience.
- Enhancing customer satisfaction - Collection of data as people move through your facility helps you understand behavioral patterns, tailor interactions and better address customer needs.
- Optimizing operational efficiency - More effectively schedule assets and operational resources by understanding the behavioral patterns of key tenants, visitors and customers
- Empowering customers - Intelligent use of integrated technology like interactive services, dynamic lobby signage, collaboration portals and communications allow you to drive your own experience. Improve Asset Efficiency Improving asset efficiency, reliability and environmental compatibility can maximize your return on investment. Integrated technology monitors ongoing performance so you can promote realization of your energy and operational goals over the facility's life cycle.
- Energy management optimization-Real-time information access helps you monitor energy efficiency strategies to promote reduction of operating costs
- Information to act - Enhance control over the facility's performance and address malfunctions
- Promote enhanced ROI - Analyze information to make improvements and provide recommendations
- Enhance comfort -Proactive, regular monitoring of automation systems and building performance promotes optimal operating conditions.
- Life Cycle Support Realizing the full potential of current investments can help improve facility performance, safety and comfort. Honeywell's design, implementation and life cycle support of intelligent, integrated building solutions helps support your business processes, objectives and outcomes.
- Promote improved ROI over life cycle -Converged solutions reduce complexity, often resulting in lower operational and maintenance costs
- Investment longevity -IP networking provides a longer-lasting open system

#### COMFORT AND ENERGY

##### Niagara 4

Honeywell Comfort and Energy Supervisor is a scalable BMS front-end interface, capable of managing all sizes of buildings, supporting systems up to 75,000 control points.

It allows multiple Niagara-based controllers, ComfortPoint Open (CPO), and other IP-based controllers, to be networked together. It serves real-time graphical information to standard Web-browser clients and provides server-level functions. These functions include centralized data logging/trending, archiving to external databases, alarming, dashboarding, system navigation, master scheduling, database management, and integration with other enterprise software applications through an XML interface (oBIX standard). Also, it provides a comprehensive graphical engineering toolset for application development.

##### ComfortPoint Open BMS

##### Plant Controller - CPO-PC-6A

- o Native BACnet IP Plant Controller
- o BTL listed, (B-BC) Building Controller profile

Four RS-485 interfaces for BACnet MS/TP,

Modbus, Panel Bus, Field Bus and I/O Bus

Two Ethernet ports

One RS232 serial port

24 Vac/DC power supply

##### Plant Controller - CPO-PC-6A

256 hardware points, 1500 software points,

100-time schedules and 64 control loops

Built-in BACnet router, no need to add external

BACnet router

Built-in web server for browser connectivity

LEDs indicating the transmission/reception,

Alarm LED and power LED

Built-in advanced diagnostics

- CP-IPC & CP-Core

Native BACnet IP Plant Controller

BTL listed, (B-BC) Building Controller profile

Built-in BACnet Router & BBMD support

Built-in Web Browser Interface & Diagnostics

(CP-IPC only) 24 I/O On-Board: 8UI, 6BI, 6AO, 4 DO

CP-IPC & CP-Core  
 (CP-IPC only) 256 I/O supported via I/O modules  
 BACnet MS/TP for 30 devices/bus; total of 90 devices  
 Modbus Serial communication support  
 - Mixed I/O Module - CPO-IO830A  
 Panel Bus communicating module  
 DIN-rail or panel-rail mounting  
 24 Vac (+/- 20%) or 21.30 Vdc power supply  
 Overvoltage protection  
 Status LED, service LED, power LED  
 Mixed I/O Module - CPO-IO830A  
 Mix of 34 input and outputs to meet a wide variety of application requirements  
 o 8 Universal inputs  
 o 8 Analog outputs  
 o 12 Binary inputs  
 o 6 Relay outputs  
 - Expansion I/O- CP-EXPIO  
 DIN-rail or wall mount  
 24 VAC  $\pm$  20%, 50/60 Hz, 15 VA  
 Mix of 24 input and outputs  
 • 8 Universal inputs  
 • 6 Binary inputs  
 • 6 Analog outputs  
 • 4 Digital outputs (24VAC Triac™ with LED)  
 Maximum fifteen CP-EXPIO modules per one plant controller  
 Powerful processor to support faster I/O scanning  
 Flexible and easy configuration with ComfortPoint Open Studio  
 - Digital I/O Controller - CPO-DIO  
 DIN-rail or wall mount  
 BACnet, BTL listed, (B-AAC) profile  
 Expansion I/O Bus comm. for CPO Plant Controllers  
 24 VAC  $\pm$  20%, 50/60 Hz, 15 VA  
 Mix of 32 onboard I/Os  
 o 8 Universal inputs  
 o 8 Binary inputs  
 o 16 Digital outputs (Triac™ outputs)  
 Digital I/O Controller - CPO-DIO  
 Enhanced performance with 32-bit technology  
 Maximum fifteen CPO-DIO modules per one plant controller  
 Flexible and easy configuration with ComfortPoint Open Studio  
 - Field Bus Adapter Modules  
 Microprocessor-controlled bus interfaces, providing additional bus capability (with communication and power)  
 Supports four connected field devices such as sensors or actuators  
 Plug-and-play functionality  
 Screw terminals for fast wiring  
 Suitable for wall mounting, DIN-rail-mounting and junction-box mounting  
 Two LEDs for visual trouble indication  
 Up to 30 modules on a bus  
 Field Bus Adapter Modules  
 Four models with variety of input and output options:  
 o CPO-FBA-1A (Field Bus Adapter with 2 Universal Inputs and 2 Analog Outputs)  
 o CPO-FBA-2A (Field Bus Adapter with 2 Universal Inputs and 2 Digital Outputs)  
 o CPO-FBA-3A (Field Bus Adapter with 2 Universal Inputs, 1 Analog Output, and 1 Digital Output)  
 o CPO-FBA-4A (Field Bus Adapter with 4 Universal Inputs)  
 - Compact VAV Controller (CPO-VAV2A)  
 BACnet, BTL listed, (B-AAC) profile  
 Fully programmable  
 Syk support for TR40/TR42  
 Series 60 floating controller actuator  
 Compact VAV Controller (CPO-VAV2A)  
 Integral I/O (4UI, 3 AO, 6 DO, (4+2 wired to actuator)  
 Removable terminal blocks  
 Internal-powered digital outputs  
 - VAV & SPC II Unitary Controllers  
 Native BACnet series of controllers  
 BACnet, BTL listed, (B-AAC) profile  
 Enhanced performance with 32-bit technology

		<p>Use standard VAV/FCU application or flexible custom programming</p> <p>Flexible and easy configuration with ComfortPoint Open Studio Tool</p> <p>Connects to one of three BACnet MS/TP channels</p> <p>BACnet schedule function support</p> <p>Quicker VAV balancing with ComfortPoint Open Studio online tool</p> <ul style="list-style-type: none"> <li>- CPO-Room Controller (CPO-R family)</li> </ul> <p>BACnet, BTL listed, (B-AAC) profile (rev 1 12)</p> <p>14 models available for various applications</p> <p>Up to 24 I/O onboard</p> <p>Fully programmable</p> <p>Powered outputs with onboard relays &amp; triacs</p> <p>Sylk TR40/TR42 wall module support</p> <p>CPO-Room Controller (CPO-R family)</p> <p>Control multiple rooms with a single controller.</p> <p>Automatic MAC addressing</p> <p>Basic lighting control (CPO-RL8)</p> <p>Removable terminals (CPO-RL5)</p> <p>Extended temperature range (CPO-RL7U)</p> <ul style="list-style-type: none"> <li>- Digital Wall Module TR40, TR42</li> </ul> <p>2-wire, non-polarity sensitive, Sylk bus communicating wall module for use with Sylk compatible controllers</p> <p>Non-display and large display, backlit and easy-to-read LCD user interface models available</p> <p>Display options include room temperature, room temperature setpoint, fan-speed, occupancy mode, occupancy override mode, occupancy override duration, system status and system override command.</p> <p>One-touch override of room temperature setpoint fan-speed, occupancy and system status.</p> <p>Mostly language-neutral display, showing many internationally standardized symbols</p> <p>Variety of models with a combination of Temperature control and CO2 monitoring.</p>	
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Service Contracts	*

**Table 8B: Depth and Breadth of Offered Solutions**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
75	HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	All category and type are offered by Honeywell.	*
76	Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	All category and type are offered by Honeywell.	*
77	Services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	All category and type are offered by Honeywell.	*

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Customer Pricing Document updated 07.30.2024.xlsx - Thursday August 01, 2024 14:47:33
  - [Financial Strength and Stability](#) - 2023 Audited Financial Statements.pdf - Thursday August 01, 2024 14:47:59
  - [Marketing Plan/Samples](#) - Marketing Plan - Sourcewell & Honeywell.pdf - Thursday August 01, 2024 14:48:16
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Sample Template Agreements and Transaction Documents.pdf - Thursday August 01, 2024 14:49:04
  - [Upload Additional Document](#) - Honeywell Comprehensive HVAC Services.pdf - Thursday August 01, 2024 14:52:08
  - [Requested Exceptions](#) - Exceptions.docx - Thursday August 01, 2024 14:49:44
  - [Additional Document](#) - Right to negotiate mutually acceptable terms and conditions.pdf - Thursday August 01, 2024 14:54:57

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michele Gonzales, Sr. Account Manager , Honeywell

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes    ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_HVAC Systems with Related Products and Services_RFP_080824 Thu August 1 2024 10:18 AM	<input checked="" type="checkbox"/>	1
Addendum_7_HVAC Systems with Related Products and Services_RFP_080824 Tue July 30 2024 04:12 PM	<input checked="" type="checkbox"/>	2
Addendum_6_HVAC Systems with Related Products and Services_RFP_080824 Mon July 29 2024 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_5_HVAC Systems with Related Products and Services_RFP_080824 Fri July 19 2024 08:29 AM	<input checked="" type="checkbox"/>	1
Addendum_4_HVAC Systems with Related Products and Services_RFP_080824 Tue July 2 2024 03:42 PM	<input checked="" type="checkbox"/>	1
Addendum_3_HVAC Systems with Related Products and Services_RFP_080824 Mon July 1 2024 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum_2_HVAC Systems with Related Products and Services_RFP_080824 Tue June 25 2024 11:27 AM	<input checked="" type="checkbox"/>	2
RFP 080824 HVAC Systems with Related Products and Services Thu June 20 2024 04:11 PM	<input checked="" type="checkbox"/>	1