

Solicitation Number: RFP #070121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Honeywell International Inc., 300 South Tryon Street, Charlotte, NC 28202 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new andthe current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. 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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
 - a. 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.
 - b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract 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.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.
- B. 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 nonfederal 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 be in compliance with all applicable Davis-Bacon Act provisions.

- C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. 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 Contract will comply with applicable requirements as referenced above.
- F. 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.

- G. 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).
- H. 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.
- I. 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.
- J. 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.
- K. 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 Contract 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.
- L. 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.

- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.
- O. 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 Contract or any purchase by a Participating Entity.
- P. 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.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.
- R. 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.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Honeywell International Inc.
Docusigned by: Jeremy Schwartz By:	DocuSigned by: (MS Montes By: 043E697977B7458
Jeremy Schwartz Title: Chief Procurement Officer	Luis Montes Title: Sourcewell Account Executive
Date:	8/17/2021 9:09 AM CDT Date:

8/17/2021 | 9:12 AM CDT

Chad (savette

Title: Executive Director/CEO

Chad Coauette

Date:

Approved:

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Honeywell

3823 Stahl Road

Address:

San Antonio, tx 78217

Contact: Luis Montes

Email: Luis.montes@honeywell.com

Phone: 512-534-7445 HST#: 22-2640650

Submission Details

 Created On:
 Monday May 17, 2021 15:06:23

 Submitted On:
 Thursday July 01, 2021 12:51:16

Submitted By: Luis Montes

Email: Luis.montes@honeywell.com

Transaction #: 6c1b4378-40a8-403d-ae97-18116581a514

Submitter's IP Address: 99.135.182.191

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Honeywell International Inc	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tridium Inc acquired November 30, 2005	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Honeywell's Dun and Bradstreet rating of 5A2 (#13-969-1877)	*
4	Proposer Physical Address:	300 South Tryon Street Charlotte, NC United States	*
5	Proposer website address (or addresses):	www.Honeywell.com	*
6	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 and, in the event of award, will be expected to execute the resulting contract):	Luis Montes Sourcewell Account Executive T: 512 534 7445 E: Luis.Montes@honeywell.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Luis Montes Sourcewell Account Executive T: 512 534 7445 E: Luis.Montes@honeywell.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Adam Walter Account Executive T: 480 570 7894 E: Adam.Walter@Honeywell.com Mario Alonzo Account Executive T: 419.564.0884 E: Mario.Alonzo@honeywell.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Honeywell International Inc. (Honeywell) is a Fortune 100 diversified technology and manufacturing leader, serving customers worldwide with aerospace products and services; control technologies for buildings, homes and industry; automotive products; turbochargers; and specialty materials. Honeywell's headquarters is in Charlotte, North Carolina. Honeywell employs approximately ~110,000 employees in more than 919 sites worldwide. We have an unrelenting focus on quality, delivery, value, and technology in everything we make and do. NYSE: HON ~919 sites ~110,000 employees Charlotte, N.C. headquarters Fortune 100	*
10	What are your company's expectations in the event of an award?	Once awarded Honeywell's expectations are to market and sell into the US and Canada markets, targeting the more than 50,000 Sourcewell cooperative participating members. Our industry expertise and international reach will allow Honeywell to provide the best in class Facility Security Systems, Equipment, and Software	*
11	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.	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. 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. Honeywell's complete annual report for 2019 can be found at the following link. http://investor.honeywell.com/Cache/IRCache/Oeb89bce-f02c-8ee5-15d8-c35e1c02c66f.PDF?O=PDF&T=&Y=&D=&FID=0eb89bce-f02c-8ee5-15d8-c35e1c02c66f.PIDF?O=PDF&T=&Y=&D=&FID=0eb89bce-f02c-8ee5-15d8-c35e1c02c66f.id=4121346	*
12	What is your US market share for the solutions that you are proposing?	Market Share Estimate for Automation 3.18%	*
13	What is your Canadian market share for the solutions that you are proposing?	Market Share Estimate for Automation 3.18%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Honeywell has not gone through bankruptcy.	*
15	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. 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? 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?	Honeywell Building Technology is a part of Honeywell , a global business with more than 44,000 employees worldwide. HBT 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. HBT 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.	*
16	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.	ISO Certifications 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 ISO 9001 helps ensure that customers get consistent, high-quality products and services, which in turn brings many business benefits. LEED Certifications 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. IEC Certifications 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. BOSEC Certifications 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. Avetta Certification 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. OSHA 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.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response*	T
18	Describe any relevant industry awards or recognition that your	RECENT AWARDS	
	company has received in the past five years	Corporate Reputation Awards World's Most Admired Companies	
		Fortune Magazine. 2006-2020	
		America's Top 100 Most Reputable Companies	
		Forbes Magazine. 2018-2019	
		Most Honored Company Institutional Investor. 2015-2019	
		Canada's Best Employers	
		Forbes Magazine. 2018	
		Most Innovative In-House Legal Team Financial Times. 2018	
		Innovation in Managing Complexity and Scale	
		Financial Times. 2018	
		Corporate Ethics Golden Peacock Award. 2018	
		Top Military Friendly Employer	
		G.İ. Jobs Magazine. 2013-2018	
		Best Corporations for Veterans Business Enterprises National Veteran Owned Business Association. 2017	
		Reduction Veteral Owner Business Association. 2017 Glassdoor. 2020	
		Best Business Tools	
		Newsweek. 2019 Leadership Awards	
		Best CEO, Darius Adamczyk	
		Institutional Investor. 2018-2019	
		Best CFO, Gregory P. Lewis	
		Institutional Investor. 2019 Global GC 20, Anne T. Madden	
		Financial Times. 2019	
		General Council Global 100 Influencer USA, Anne T. Madden	
		Chambers. 2019 Corporate Social Responsibility Award, Darius Adamczyk	
		Foreign Policy Association. 2018	
		Engineering Alumni Award, Darius Adamczyk	
		Michigan State University. 2018 Diversity Awards	
		Top 50 Employers List	
		Minority Engineer Magazine. 2019	
		Corporate Visionary Award Latino Corporate Directors Association. 2018	*
		Leadership in the Promotion of Diversity	
		NJ LEEP. 2018	
		Top 12 Employer	
		Women Engineer Magazine. 2018 Resnik Challenger Medal	
		Society of Women Engineers. 2017	
		Women Worth Watching	
		Diversity Journal. 2005, 2007, 2010-2019 Corporate Board Gender Diversity Award	
		Executive Women of New Jersey. 2015, 2017	
		Best for Vets: Employers	
		Military Times. 2017, 2019 Most Influential Black Corporate Directors, Robin L. Washington	
		Savoy Magazine. 2017	
		Technology Awards	
		Top 100 Global Innovators	
		Clarivate Analytics. 2018 Global Customer Value Leadership Award	
		Frost and Sullivan. 2019	
		IR Magazine. 2015, 2017	
		Best IR in Sector Best Fintech Solution	
		Corporate Responsibility Awards	
		World's Most Ethical Companies	
		Ethisphere Institute. 2020 Best ESG/SRI Metrics	
		Top 2018 Corporate Social Responsibility Influence Leaders	
		Assent Compliance. 2018	
		Voluntary Protection Program OSHA and Industrial Commission of Arizona. 2018	
		Best Safety Organization	
		Invest in Education	
		Hope Award	
		National Center for Missing and Exploited Children. 2018 PR Daily's CSR Awards Education or Scholarship Program' for	
		Honeywell Educators at Space Academy. 2019	
		Stevie Health, Safety & Environment Program of the Year	
		Network Initiative. 2019 Stevie "Corporate Social Responsibility Program of the Year	
19	What percentage of your sales are to the governmental sector	Government 28.8% of total sales	
-	in the past three years		*
20	What percentage of your sales are to the education sector in the past three years	Education 21% of total sales	*
21	List any state, provincial, or cooperative purchasing contracts	NA NA	+
_	that you hold. What is the annual sales volume for each of these contracts over the past three years?		*
22	List any GSA contracts or Standing Offers and Supply	GSA Schedules and sales below 2018 - 2020	1
	Arrangements (SOSA) that you hold. What is the annual sales	GSA 47QSWA18D0057 - \$24,554,767	*
	volume for each of these contracts over the past three years?	GSA GS-21F-0134W - \$8,279,523	

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Phoenix Union High School District	Jared Reynolds	reynolds@phoenixunion.org	*
Kansas State University	Gary Wishaar	weishaarg@ksu.edu	*
University of Missouri	Kansas City	norrisjm@umkc.edu	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Piqua City Schools	Education	Ohio - OH	LED interior lighting including new elementary schools LED Stadium lighting with the same advanced controls that were used at the Super Bowl in Minneapolis Alerton building controls with Tridium Niagara N4, HTML based JACE Building envelope improvements Chiller replacement Stadium emergency generator VFDs and AHU Motor replacements Water conservation High School lighting with controls Upgraded front end to NiagaraN4, HTML based JACE	Large	\$3.6M USD
University of Southern California	Education	California - CA	New Enterprise Buildings IntegratorR500 Comfort Point Open DDC controls for HVAC Systems Carrier system integration for variable refrigerant flow systems Central heating plant controls and integration Kitchen systems monitoring Utility sub-metering	Large	1.3M USD
Quebec Rimouski Courthouse	Education	QC - Quebec	Redundant EBI R500 and DVM R620 on general building and courthouse operations. Pro3200e will be used to secure this area of 150 readers and 2500 pointsSecond set of Redundant EBI R500 and DVM R620 for prison control, with Honeywell HC900 controllers to secure the door controls Honeywell Vista Intrusion Detection System	Large	\$66.5M CAD
The New York City Housing Authority	Education	New York - NY	CPO R120 controllers CP-8000 Jace controllers CP-IPC Plant Controllers with N4 Tridium Supervisor 3rd Party wireless temperature monitoring solution	Large	\$7.3M USD
Wainwright, a U.S. ArmyBase located in Fairbanks, Alaska	Government	Alaska - AK	Upgrade of the existing base wide EBI system from EBI R310 to EBI R500Upgrade of 22 FS90 panels utilizing the FS90 Retrofit KitReplacement of all remaining lonization Smoke Detectors with Photoelectric Detectors	Large	\$1.3MUSD

Table 6: Ability to Sell and Deliver Service

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			
	Question	Response *	
Item	Question	Response	
item		·	

25	Sales force.	Honeywell International has over 110,000 employees worldwide, our division Honeywell Building Technologies has 44,000 employees the majority residing in the US and Canada. 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. 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. As shown in Figure 15 on the next page, 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. Element and Responsibility Assignments for all phases of the program are identified during project development to ensure key personnel are assigned and held accountable
26	Dealer network or other distribution methods.	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. 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.
27	Service force.	Identified Manager Allocates resources to ensure productivity, Supports, coordinates, directs, and manages all aspects of program. Responsible for operations of entire energy team. Supply Mgmt, Leader Responsible for negotiating supplier agreements to provide optimum pricing and warranty for our customers. Quality Control/Quality Assurance Leader Developing OCIAO plan; identifies critical tests and inspections required to meet the specifications and design intent; actively participates in Commissioning Contract Manager Responsible for contract negotiations and all communications regarding project T&Cs Solution Development Leader (Design) Responsible for allocating and coordinating PCEs and Design Engineers during Responsible for allocating and coordinating PCEs and Design Engineers during Responsible for permits, construction management, commissioning Training Responsible for permits, construction management, commissioning Training Responsible to work with the project manager to formulate and implement the site specific safety plan. OMM Service Leader (Repair) Responsible for coordinating, scheduling, and quality control of equipment maintenance. Manages Service Technicians to ensure 100% customer satisfaction. Customer Satisfaction Leader Responsible for establishing and maintaining customer contact during the project implementation and performance phase to mitigate customer concerns. Manage Leann of Service Specialists, resource allocation to projects, and verify plans are developed to meet customer requirements Business Development Leader Responsible for the development of a comprehensive project. Project Manager Complete on-site project authority; allocates resources, resolves conflicts, develops budgets, intilate corrective actions; develops and administers all subcontracts Project development Leader Responsible for the development of a comprehensive project. Project Manager Complete on-site project authority; allocates resources, resolves conflicts, develops Tripical development planes. Tripical
28	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.	Overview - Corporate Project Management Approach 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. Honeywell's talented personnel use proven processes creating a successful project

- management approach ensuring effective and sustainable projects

 Demonstrated successful Project Management approach on large scale projects

 Dedicated Functional Experts to ensure project success
- 1300 Honeywell facilities worldwide providing project management and O&M service staging for projects Project Management System

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.

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. Figure 10 highlights our management system processes. 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.

Management Organization 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

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

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 as shown in Figure 11 to support the project team in the field, price optract performance and reduce rick providing the optimal performance. field, raise contract performance, and reduce risk, providing the optimal energy efficiency and realization of sustained energy savings.

Health, Safety, and Environmental
We integrate health, safety, and environmental (HS&E) considerations into all aspects of our business to protect our customers, employees, communities, and the environment. Our health, safety, and environmental management systems reflect our values and help us meet our business objectives. The HS&E 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.

Supply Management (Procurement)

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 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

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 White Oak site 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 servers on pregions project services on matter have complex or migned. supporting all aspects on 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

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 the project matter and design intent. construction and actively participates in the Commissioning process. The plan is developed using tools from Honeywell's Six Sigma methodology to ensure the highest

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level of quality is built into the plan.
2. 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

Now prince ensure equipment performance as start-up and origoning they 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.

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 on a monthly basis to ensure buting constitution, occar project costs are updated in a minimity basis to clistic 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.

An accurate, up-to-date project schedule, sample of the Landfill Gas ECM Schedule is shown in Figure 12 on the next page, 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

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 on a daily basis 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

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

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 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.

established in their contracts.

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.

The 4-Blocker report, using data from SAP, extracts all data from the Honeywell project accounting system and automatically sets the indicator lights to: Green -

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		Project on track; Yellow - Some areas of concern; Red - Immediate action required to address deficiency. A blank 4-Blocker report layout is shown in Figure 14 on the next page. 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. Project Reporting Monthly 4-Blocker Reports are submitted by the PM to the Project Management Leader (PML) covering detailed informationon 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, safety update including near-miss reports, and outstanding project issues. 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. Project Control 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 PML is elevated for review by the PML. Ninety-nine percent of the time issues are resolved on the project level. Senior manageme	
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The global coronavirus outbreak has created an increasing number of challenges to individuals, families, communities and companies. It's a unique situation we find ourselves in, as most of us have never experienced a health crisis of this scale. Throughout all the recent developments, Honeywell is working hard to uphold the commitments we made to supporting your business. We are very focused on protecting the health and safety of our workforce while maintaining the ability to keep serving you. 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	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The global coronavirus outbreak has created an increasing number of challenges to individuals, families, communities and companies. It's a unique situation we find ourselves in, as most of us have never experienced a health crisis of this scale. Throughout all the recent developments, Honeywell is working hard to uphold the commitments we made to supporting your business. We are very focused on protecting the health and safety of our workforce while maintaining the ability to keep serving you. 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.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Honeywell is strategically located throughout the US and Canada which allows us to cover all areas with service and installatio	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NA Honeywell has branches in Hawaii and Alaska	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	For over 100 years, Honeywell Building Technologies 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. 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. Additionally, we are currently working on a phased approach to contact schools in every major market and surrounding rural areas throughout the US 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.	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Once awarded Honeywell will create a Sourcewell website link to a Honeywell landing page for Sourcewell Partners - Honeywell and Sourcewell partnership information will be available on website - Dedicated Sourcewell Account Executive contact information will be available on website - Contract Information will be available on website - Contact request form option - Products and Services - Contact request can be integrated to CRM prompting an automated lead to our closest branch to customers location. Honeywell is active on social media on Linkedin, Twitter, YouTube , Google+, SlideShare and Facebook. 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.	*
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a multi-national cooperative with a network of over 50,000 members across the United Sates 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.	*
37	Are your products or services available through an e- procurement ordering process? If so, describe your e- procurement system and how governmental and educational customers have used it.	N/A All Products, Services, Equipment, Installation, and Purchases are negotiated directly with a local Honeywell Branch and follow the procurement process in accordance to the contractual agreement.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
	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.	Honeywell's Customized Training Program 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 provides training for agency operators and personnel as need when each ITC is completed and placed into service. All training is documented in the final commissioning report.

Describe any technological advances that your proposed products or services offer. Honeywell Forge Honeywell Forge Connect www.honeywell.com | iiCommercial buildings require dozens of independent systems to noneywell roige Connect. | www.indreywell.com | il.Conninetral buildings require access 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. A SINGULAR VIEW OF OPERATIONAL PERFORMANCEHoneywell 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 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 interacture with a contract of the contractions of the contraction of the contractio infrastructure with a secured, open and extensible connectivity strategy. Honeywell Forge Cybersecurity Platform A robust software solution that simplifies, strengthens and scales industrial cybersecurity operations for any asset-intensive business facing 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.
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) HIGH-LEVEL BENEFITS Simplifies cybersecurity for industrial operators by unifying the most commonly needed OT security capabilities in one software platform. Strengthens the cybersecurity of industrial assets across an enterprise with a fieldproven platform that combines the essentials of cybersecurity operations with advanced asset security management. · Scales cybersecurity investments with grow-as-you-go software that continually delivers more security and operations management capabilities, all from one global strategic provider. HIGH-LEVEL FEATURES Software solution that improves OT cybersecurity performance across an Single platform for multi-site OT cybersecurity operations.

• Vendor-neutral solutions that help strengthen cyber defenses, regardless of control system.

40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainable Opportunity Policy Our Sustainable Opportunity Policy is based on the principle that by integrating health, safety and environmental considerations into all aspects of our business. Honeywell protects its people, communities and the environment, achieves sustainable growth and accelerated productivity, drives compliance with all applicable regulations; and develops technologies that expand the sustainable capacity of our world. This policy is deliberately and directly embedded into our company-wide operating system, a blueprint for continuous operational improvement. Endorsed annually by our CEO and senior leadership, the policy is posted in every facility and communicated to all employees and contractors. Environmental and Safety Commitments Our commitment to be more efficient and responsible is reflected in the extensive work we do to make our businesses more environmentally friendly, safer and more sustainable. Intilatives: Reducing Global Greenhouse Gases In 2018, we exceeded our public goal of improving our greenhouse gas intensity by more than 10 percent from a 2013 baseline. Overall, our sustainability program has reduced our greenhouse gas intensity by more than 90 percent. Honeywell has received third-party limited assurance per ISO 14064-3 of our Scope 1 and Scope 2 GHG emissions annually since 2011. Boosting Energy Efficiency Since 2010, our facilities have implemented more than 4,300 efficiency projects including building automation and controls, lighting and mechanical upgrades, saving more than \$80M (annualized). We have increased our energy efficiency by about 70 percent (2004-2018). Conserving Water We strategically target water conservation projects in areas experiencing "water stress," as defined by the World Resources Institute. Since 2011, we've implemented more than 150 water conservation projects in these areas, saving over 127 million gallons. Reducing Waste Each of our strategic business units is required to establish annual targets for reducing hazardous waste and
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	State Environmental Voluntary Protection Program (Tonawanda, NY) Baja California Award of Energy Efficiency New Jersey Environmental Stewardship Award Golden Peacock Occupational Health & Safety Award Corporate Responsibility Magazine's 2017 Most Sustainable Corporate Headquarters OSHA Voluntary Protection Programs' Star Keep America Beautiful's Vision for America Award LEED Gold Green Building Certification
42	Describe 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 of certification (as applicable) in the document upload section of your response.	Honeywell recently started 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 businesses also help Honeywell meet requirements for public and private projects with specific requirements as well.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What Differentiates Honeywell? 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. The Technology – Honeywell maintains strong relationships with the worlds' leading technology partners to provide customers with best-in-class products and engineered services. 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. The Honeywell single source capability to manage multiple-technology project implementations is second to none in the industry, our case studies outline specific examples of these projects.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	Standard Warranty Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within a 1-year warranty period due to defects in materials or workmanship, except to the extent the failure results from customer negligence, or from any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of customer acceptance of the product or the date customer begins beneficial use of the product, whichever occurs first. Extended warranties are available as per customer requirements and as negotiated between the parties.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	In the unfortunate event that a Honeywell product becomes damaged or is in need of repair, we'll stand by it. We'll provide tech support and repair services through your locally based partners and distributors. Some of our brands require an RMA request form to be filed before a repair can be completed. Please check out the tech support page to see if that's a step that you need to take.

46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	WARRANTY 6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period. 6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Honeywell has a significant presence in the US and Canada markets, our services branches are strategically located to serve throughout the US and Canada.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	WARRANTY 6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period. 6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESSENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESSENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.	*
49	What are your proposed exchange and return programs and policies?	If you have an instrument that needs to be sent in for repair or you have an issue with a returned RMA you have three options to proceed: Send an email to the RMA Team at ha.us.service@honeywell.com. Call 1-800-538-0363 and select option 4 for "All Other Gas Detection" and then option 4 for Returns, Repairs and Warranty. You will receive an RMA to complete from the RMA Team to ensure we have all the proper contact information. This form will need to be completed by the end user and returned to the email address above. We need the following information: Full contact information, including Name, Company, Address, Phone Number, and Email address Serial Number of the instrument that needs repair Issue experienced (Reason for repair)	*

Describe any service contract options for the items included in your Operations and Maintenance of ITCs Operations and intentional control of the Abnoywell's vast O&M experience and history of working in thousands of facilities enables us to fulfill the critical role of ensuring an efficient, productive building environment for our customers. . Honeywell places a strong focus on supporting our customers well beyond the installation of their project Over \$600M annually in facility services to over 50,000 customers worldwide Over 1,300 facilities worldwide that support our customers daily missions Over 3000 customers supported by ISO:9001- 2000 Global Service Response Center Large O&M agreements with Fort Bragg, White Oak, Kirkland AFB and Technical, Personnel, and Performance Risks Associated with O&M of ITCs Honeywell has assessed the technical, personnel, performance risks and responsibilities associated with the Operations and Maintenance (O&M) of the proposed ITCs. The benefits of Honeywell's O&M solution are highlighted in Figure 21. A more detailed O&M description for each ITC is discussed under each ITC Section. Operations The customer is responsible for the day-to-day operation of the installed ITCs. Since none of the installed ITCs require a dedicated resource for operations, there is minimal impact to regular operational processes. The technical and performance risks of all ITCs are ultimately the responsibility of Honeywell through the warranty term unless Honeywell is contracted for ongoing maintenance Maintenance Honeywell can be responsible for all preventive maintenance on the installed ITCs. Scheduled preventive maintenance is initiated by our Global Service Response Center (GSRC), which dispatches the appropriate Honeywell Branch personnel or Equipment Manufacturer representative to complete the scheduled task. We conduct several maintenance compliance inspections throughout the year with base personnel to ensure the preventive maintenance is being completed as required. During the Design Phase, Honeywell meets with customer personnel to review the Honeywell preventive maintenance tasks that are included in the ongoing services agreement. Repair and Replacement Honeywell can be responsible for all repairs and replacement of the installed ITCs for the life of the contract with the exception of equipment that carry a specific warranty. Honeywell trains Sourcewell employees on the repair of the installed ITCs as part of the commissioning process. During the Design Phase Honeywell meets with Sourcewell personnel to review the Honeywell repair and replacement responsibilities that are included in the ongoing services agreement. ITC Performance Honeywell assumes performance risk of the ITCs during the warranty period of the contract or as defined by an on-going service agreement. In instance where the customer is responsible for O&M of the equipment, the customer must retain and provide written record of all planned and unplanned maintenance, repair, and replacement. ITC Failures Honeywell can be responsible for ITCs that fail during the life of the contract, except equipment with specific warranty expiration. If contracted for on-gong service, should an installed ITC fail during the service term, Honeywell can replace the failed equipment with an equal or better. Features Benefits 24/7/365 Operation Benefits "Live" Technician Available 24 Hours 365 Days Increased Efficiency • Minimize Service Calls and Disruptions
• Monitoring for Abnormal Conditions Minimizes Equipment Down Time Customer Value Measurement Responsiveness and Highest Levels of Customer Satisfaction Figure 21: Honeywell leverages service solutions to improve comfort and occupant satisfaction and safety Quality Assurance The Honeywell quarterly Quality Assurance on-site inspection tracks the performance and functionality of the ITCs. Performance deviations and/or operation and maintenance issues are immediately reported to the agency and corrective action is taken. Response Time Any repair or service calls initiated by Sourcewell personnel are called into the Honeywell GSRC. The GSRC immediately dispatches local service branch technicians to visit the site, communicate with the assigned Sourcewell resource, and fix the problem. The GSRC conducts remote monitoring and control, service dispatching, data collection, and operational analysis. During the Design Phase, the response time responsibilities and processes that are included in the on- going services agreement are reviewed and agreed upon. Training Training of customer personnel on the proper operation, maintenance, and repair of the installed ITCs begins after the installation, during commissioning of the equipment, and prior to agency acceptance. Honeywell trains assigned customer personnel on all ITC equipment installed under the task order. Training includes a mix of on-site, Web-based, and videotaped training. During the Design Phase, Honeywell and Sourcewell personnel develop a site-specific training program ensuring a thorough understanding of all operation, service, repair, and replacement area

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
51	Describe any performance standards or guarantees that apply to your services	Honeywell administers customer guarantees using the FEMP Guidelines, based on the International Performance Measurement and Verification Protocol (IPMVP). FEMP Guidelines have become the de facto standards used to measure and verify performance contract energy management project results.
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The review of energy consumption savings was calculated through the use of MetrixTM, an industry-standard program designed to calculate adjustments to consumption and report energy savings. Option A: Verification techniques determine savings by measuring the performance of a system before and after a retrofit, either through physical measurement or the use of manufacturer data, and multiplying the difference by an agreed-upon or stipulated factor, such as hours of operation. Option B: Verification techniques are designed for projects where long-term continuous measurement of performance is desired. Metering is conducted on an individual system level, and the measured performance is compared with a baseline to determine cost avoidance. Option C: Verification techniques involve utility whole building meter analysis, reviewing overall energy use, and identifying the effects of energy projects on a facility. Energy use before and after a retrofit project is compared to determine cost avoidance. Option D: Computer models are developed that use calibrated simulations of baseline and post installation energy use to measure cost avoidance.

Table 10: Payment Terms and Financing Options

Line	Question	Response *
53	Describe your payment terms and accepted payment methods?	Tax exempt lease purchase Low interest loans Bonds Contingent Payment Agreement
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do offer a full suite of financing and leasing options to government and education entities.
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Honeywell branch offices are included in the purchase order process. Honeywell has a strong dealer network which would not be included in the process. We negotiate and collect on projects quarterly during the construction period. With this process we are able to produce required reports or orders.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	General Terms and Conditions 1. WORKING HOURS 1. WORKING HOURS 1. WORKING HOURS 1. Working Hours with a service or and services under this Agreement will be performed during the hours of 8:00 a.m 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer. 2. TAXES 2. TAXES 2. TaxReal Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement, Customer agrees to excute any occuments and to provide additional reasonable cooperation to Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities. 2. TaxRealed Cooperation. Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell radied Cooperation (2) TaxRealed Cooperation (2) TaxPe Interioral Taylor (2

conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that might cause or promote accumulation, concentration growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold. 6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period. 6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULIAR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR
PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION
OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs agency (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE MAZARDULS SUBSTANCE OR OCCURRENCE IS DESCOVERED. HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY,
STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.Honeywell Building Systems Agreement (Rev. 11-15) Page 2 of 3 9. EXCUSABLE DELAYS

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. 10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing or it foetible. The property of the prope infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not,

however, be responsible for any settlement made without its written consent.

10.4 THIS SECTION 10 STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue,

conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

13. ACCEPTANCE OF THE CONTRACT

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This

Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement shall be governed by the law of the State where the work is to be performed

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the strick persons of the pers

prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party. 15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows: Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the

of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed. Retainage - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.

Suspension of work - If Honeywell, having performed work per Agreement requirements, does not receive payment within

thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides

remedy.

16. WORK BY OTHERS

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others. 16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct. 17. DELIVERY

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation. 18. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Cus 19. TERMINATION Customer agrees promptly to pay or reimburse Honeywell for such loss

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

Customer.

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19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages. 20. CHANGES IN THE WORK

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or

20.1 A Change order is a whiten order signed by customer and horeywell authorizing a change in the work of adjustment in the price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in

preparing the proposal.
20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the

it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order. 21. ACCEPTANCE OF THE WORK

		Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Customer turther agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct. 22. DEFINITIONS 22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have
57	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 we accept the P-card procurement process, without any additional fees.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	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.	Honeywell has provided a simplified easy to understand pricing model for this submission. Honeywell's pricing model is based on line item pricing based on list minus discount. The pricing Honeywell is offering under this Sourcewell RFP response is the lowest pricing we're able to offer customers. We've put together a customized Sourcewell pricing break out worksheet that includes 5 sections which includes the following: A. Honeywell Equipment – This Break out includes all of the line item parts included in the scope of the project B. Labor – This Break out includes the local Honeywell Labor rates specific to the geographics location and local resources C. Incidental Items – This Break out includes any non Honeywell Equipment or Misc items needs for the project. These items will be marked based on our pricing section. D. Subcontractors – This break out includes any additional subs we need to support the projects. This item will be marked up based on our pricing section.	*
		E. Warranty and other Misc Costs – This break out includes our standard warranty cost any Misc costs (ie shipping etc) F. Total – This is a summary of all sections and provides the final projects cost. For each proposal the Local Honeywell Rep will perform the on site study and any needed pre-	
		engineering to assemble pricing in the following easy to understand format.	
59	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.	The Discount offered is a percentage off of MSRP price list: Percentage range: 23% 30% 35% 36% 55%	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	We work with local utility companies to get all energy rebates available	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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	*
62	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.	All cost are included in our pricing model, no additional fees or surcharges included in our pricing model.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As part of this contract Honeywell will cover the freight or shipping charges for Sourcewell awarded contracts.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As part of this contract Honeywell will cover the freight or shipping charges for Sourcewell awarded contracts.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Honeywell Manufactures the majority of the equipment they install, which allows for control of the supply chain process from manufacturing through delivery and installation.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	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 to 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 to the contractual agreement.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Marketing Campaign Account	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Honeywell will provide Sourcewell with a Administrative Fee ("AF"), of Two Percent (2%) in the event of a award or One Percent (1%) in the event of a multiple award, on all Products, Services, Equipment, Installation, and Purchases pursuant to an awarded contract. Qualifying purchases are those purchases made directly by a Sourcewell Member from Honeywell pursuant to the awarded contract and shall include total net invoice price less freight, taxes, returned products and credits. Honeywell will calculate the AF amount quarterly and provide the AF payment to Sourcewell within forty-five (45) days from the end of the quarter. Honeywell will provide a quarterly AF report to Sourcewell within fortyfive (45) days from the end of the quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

_ine tem	Question	Response*
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Honeywell has a 135+-year history delivering technologically advanced solutions to the Transportation, Aerospace, Commercial Building, Data Center, Education, Government and Military, Healthcare, Hospitality, Industrial and Manufacturing and Retail industries. Our position as a Global Technology leader puts Honeywell in a unique position to leverage all of its technologies to meet specific customer needs. The box above demonstrates Honeywell's worldwide presence across multiple industries and market segments.
		Building Management Systems (BMS)
		Demonstrated Experience, Skills, and Capabilities 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. The figure above demonstrates four successful implementations of large-scale building automation systems. 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.
		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) 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
- Enterprise Dashboards give you insights into your building's energy use and efficiency to help you optimize
- 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
- 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
- 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 car also manage scheduled events with simplicity, such as regular maintenance or security checks, helping to reduce the

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 time-stamp 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

for mobile system access. Points and alarms can be controlled and managed from virtually anywhere through interni-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 Attune™ Advisory Services for on-site digital signage, advanced building performance analysis and continuous commissioning of the building.

Control EdgeTM PLC

The ControlEdgeTM 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-themiddle 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 ControlEdgeTM PLC -

Support redundant power supplies, controllers, and communication links for critical application.

Tightly integrated with Experies, controllers, and commindence mins for critical applications.

Tightly integrated with Experies, controllers 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 LEAP™ project methodology, it is the first PLC with HART enabled Universal I/O for greater configuration Flexibility.

greater configuration flexibility

Universal IO, Digital Input, Digital Output, Analog Input, Analog Output, Universal Analog Input, High Voltage Input modules

Connects to HumanMachine Interface (HMI) through Modbus, EtherNet/IP, and OPC UA protocol 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

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
- Variable Frequency Drives
- Vertical transportation (elevators, escalators)
- Monitoring
- Electricity
- Natural Gas
- Heating, Ventilation and Air Conditioning Freezer temperature

- Infectious disease containment
- Room Pressure Control Ultraviolet Disinfection Set Negative Pressure to ASHRAE 170 Standard
- Set 100% outside air, close return air damper
- Open exhaust damper; start exhaust fan

Bid Number: RFP 070121

		3. Increase room exhaust airflow at a venturi air valve so set room pressure negative Increase airflow into the corridor to offset the airflow change 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 for the BMS on a periodic basis. This information will be used to notify Texas Central in the event the equipment is operating or being maintained outside of established guidelines.	
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Building Management Systems (BMS) DBOOM - Design Build Own Operate Maintenance Connected Building Technology Cybersecurity Renewable Energy Distributed Generation Electric Peak Shaving/ Load Shifting Battery Backup Rate Adjustments Commissioning and Continuous-Commissioning	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

ine C	Category or Type	Offered *	Comments
em C 2 H in	AvAC, IAQ, and water heating or treatment of treatment of the structure, equipment, components, roducts, parts, and related technology	Offered *	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 enter operation, helping optimize productivity, efficiencies and resources. Optimize Productivity Honeywell's integrated platform promotes: -Increased productivity—Even-based, automated workflows help minimize errors and the need for manual intervention, helping valuable resources become more available where needed most. -Streamlined workflow—Centralised 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 with access-based, on job function or authority -believeing 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 -Providing an integrated fechnology platform that allows you to control multiple touch points across y
			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
 One KS232 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
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
 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

    8 Universal inputs

    8 Analog outputs

 • 12 Binary inputs
• 6 Relay outputs
Expansion I/O- CP-EXPIO
 DIN-rail or wall mount
24 VAC ± 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 triacs with LED)
    Maximum fifteen CP-EXPIO modules per one

  Powerful processor to support faster I/O
  scanning
 Flexible and easy configuration with ComfortPoint Open Studio
Comfort-Orint 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 ± 20%, 50/60 Hz, 15 VA
Mix of 32 onboard I/Os

    8 Universal inputs

    8 Binary inputs
    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
     . CPO-FBA-1A (Field Bus Adapter with 2 Universal Inputs and 2 Analog Outputs)

    CPO-FBA-2A (Field Bus Adapter with 2 Universal Inputs and 2 Analog Outputs)
    CPO-FBA-2A (Field Bus Adapter with 2 Universal Inputs and 2 Digital Outputs)
    CPO-FBA-3A (Field Bus Adapter with 2 Universal Inputs, 1 Analog Output, and 1 Digital Output)
    CPO-FBA-4A (Field Bus Adapter with 4 Universal Inputs)
    Compact VAV Controller (CPO-VAV2A)
    BACnet, BTL listed, (B-AAC) profile
 Fully programmable
Sylk 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
Use standard VAV/FCU application or flexible
  custom programming
 Flexible and easy configuration with ComfortPoint Open Studio Tool
```

			Connects to one of three BACnet MS/TP channels in the plant controller BACnet schedule function support Quicker VAV balancing with ComfortPoint Open Studio online tool CPO-Room Controller (CPO-R family) BACnet, BTL listed, (B-AAC) profile (rev 1.12) 14 models available for various applications Up to 24 I/O onboard Fully programmable Powered outputs with onboard relays & triacs Sylk TR40/TR42 wall module support CPO-Room Controller (CPO-R family) Control multiple rooms with a single controller Automatic MAC addressing Basic lighting control (CPO-RL8) Removable terminals (CPO-RL5) Extended temperature range (CPO-RL7U) Digital Wall Module TR40, TR42 2-wire, non-polarity sensitive, Sylk bus communicating wall module for use with Sylk compatible controllers Non-display and large display, backlit and easy-to-read LCD user interface models available Display options include room temperature, room temperature setpoint, fan-speed, occupancy override duration, system status Mostly language-neutral display, showing many internationally standardized symbols Variety of models with a combination of temperature control and with humidity and CO2 monitoring
7:	Sensors, controls, thermostats, gauges, and system automation or management products and technology	G Yes	Heneywell'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 provides visibility into your entire operation, helping optimize productivity, efficiencies and vinces and any operation of the productivity

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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
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
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
• 8 Universal inputs
  8 Analog outputs12 Binary inputs
  · 6 Relay outputs
Expansion I/O- CP-EXPIO
DIN-rail or wall mount
24 VAC ± 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 triacs with LED)
Maximum fifteen CP-EXPIO modules per one
   plant controller
   Powerful processor to support faster I/O
  Flexible and easy configuration with ComfortPoint Open Studio
Digital I/O Controller - CPO-DIO
 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 ± 20%, 50/60 Hz, 15 VA
Mix of 32 onboard I/Os
 MIX of 32 onboard I/OS

• 8 Universal inputs

• 8 Binary inputs

• 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

    CPO-FBA-1A (Field Bus Adapter with 2 Universal Inputs and 2 Analog Outputs)
    CPO-FBA-2A (Field Bus Adapter with 2 Universal Inputs and 2 Digital Outputs)
    CPO-FBA-3A (Field Bus Adapter with 2 Universal Inputs, 1 Analog Output, and 1 Digital Output)

    CPO-FBA-4A (Field Bus Adapter with 4 Universal Inputs)
Compact VAV Controller (CPO-VAV2A)
BACnet, BTL listed, (B-AAC) profile

    Compact VAV Controller (CPO-VAV2A)

    Compact VAV Controller (CPO-VA
  Fully programmable
Sylk 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 Use standard VAV/FCU application or flexible
  custom programming
Flexible and easy configuration with ComfortPoint
  Open Studio Tool
Connects to one of three BACnet MS/TP
 channels in the plant controller
BACnet schedule function support
   Quicker VAV balancing with ComfortPoint Open
   Studio online tool
```

CPO-Room Controller (CPO-R family)

Bid Number: RFP 070121

			BACnet, BTL listed, (B-AAC) profile (rev 1.12) 14 models available for various applications Up to 24 I/O onboard Fully programmable Powered outputs with onboard relays & triacs Sylk TR40/TR42 wall module support CPO-Room Controller (CPO-R family) Control multiple rooms with a single controller Automatic MAC addressing Basic lighting control (CPO-RL8) Removable terminals (CPO-RL8) Extended temperature range (CPO-RL7U) Digital Wall Module TR40, TR42 2-wire, non-polarity sensitive, Sylk bus communicating wall module for use with Sylk compatible controllers Non-display and large display, backlit and easy-to-read LCD user interface models available Display options include room temperature, room temperature setpoint, fan-speed, occupancy mode, occupancy override mode, occupancy override duration, system status and system override command One-touch override of room temperature setpoint fan-speed, occupancy and system status Mostly language-neutral display, showing many internationally standardized symbols Variety of models with a combination of temperature control and with humidity and CO2 monitoring
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	€ Yes € No	Please reference Deployment commissioning and Training Documents

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Price List discounts.xlsx Tuesday June 29, 2021 12:15:43
 - Financial Strength and Stability Honeywell-Proxy2020.pdf Tuesday June 29, 2021 12:23:51
 - Marketing Plan/Samples Sourcewell Marketing Plan.docx Thursday July 01, 2021 08:43:54
 - WMBE/MBE/SBE or Related Certificates Honeywell Hub Plan.pdf Wednesday June 30, 2021 13:22:41
 - Warranty Information HSC_US_Product_Warranty pdf.pdf Wednesday June 30, 2021 13:20:37
 - Standard Transaction Document Samples Sourcewell Customer Pricing Document .xlsx Wednesday June 30, 2021 13:18:52
 - Upload Additional Document Sourcewell Deployment-Commissioning-Training.docx Wednesday June 30, 2021 13:14:11

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 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 contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. 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 or the Canadian 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. - Luis Montes, Account Executive, 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 contractual obligations contemplated in the bid.

⊚ 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_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	M	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	₩	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	₩.	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	M	1