

MASTER AGREEMENT #071624 CATEGORY: Energy Savings Performance Contracting with Related Services SUPPLIER: Honeywell International, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Honeywell International, Inc., 815 S Mint Street, Charlotte, NC 28202 (Supplier).

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

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

Article 1: General Terms

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 25, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #071624 to Participating Entities. In Scope solutions include:
 - a. Technical Energy Audit and Project Proposal Phase
 - i. Development of a contract for the Technical Energy Audit with the selected Contractor.
 - ii. Conducting an investment-grade audit to identify and evaluate cost-saving measures.
 - iii. Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.
 - iv. Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.
 - b. Implementation/Commissioning and Financing Phase
 - i. Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.
 - ii. Provision for implementation and follow-up services to be provided during the financing term.
 - iii. Development of a separate financing agreement.
 - c. Post-implementation Guarantee/Monitoring Phase
 - i. Provision of a variety of services by the Contractor after implementation to ensure savings are met.
 - ii. Offering a savings guarantee.
 - iii. Providing staff training.
 - iv. Conducting follow-up monitoring.
 - v. Maintenance of the contract through various support services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) Indefinite Quantity. This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) Not to Exceed Pricing. Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.
- 12) Open Market. Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) Reporting Requirements. Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Confidentiality.** Supplier acknowledges that Participating Entities must comply with certain laws governing the classification of government data; and that Sourcewell must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). When providing data to Sourcewell in connection with satisfying their obligations under the terms and conditions of this Agreement, or when working directly with a Participating Entity on a project, there may be times that Supplier wishes to protect certain data. If Supplier wishes to protect certain data, prior to sending that data to the public entity, Supplier must first seek guidance from the receiving party regarding steps required to ensure protection of that data.
- 8) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 9) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 10) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 11) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 12) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 13) Assignment, Transfer, and Administrative Changes. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 14) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 15) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 16) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 17) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 18) Indemnification. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

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

20) Grant of License.

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

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

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) Termination. Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 21) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
 - a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and

personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$5,000,000 general aggregate
- b) Certificates of Insurance. Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity and Supplier.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489. By:

Jeremy Schwartz Title: Chief Procurement Officer

12/16/2024 | 8:23 AM CST Date: _____ Honeywell International, Inc.

Signed by: **Uylan albach** 487A7B66AB3B417... Bv:

Dylan Albach Title: General Manager North America Energy

Date: 12/16/2024 | 8:19 AM CST

RFP 071624 - Energy Savings Performance Contracting with Related Services

Vendor Details

Company Name:	Honeywell International, Inc.
Does your company conduct business under any other name? If yes, please state:	North Carolina
Addus so.	855 S Mint St
Address:	Charlotte, North Carolina 28202
Contact:	Noelle Walker
Email:	noelle.walker@honeywell.com
Phone:	470-562-1183
HST#:	

Submission Details

Tuesday May 28, 2024 15:53:10
Tuesday July 16, 2024 12:55:40
Noelle Walker
noelle.walker@honeywell.com
0de1ce0b-73e1-4d99-9b7d-9b0750eff3d7
155.190.21.7

Specifications

Table 1: Proposer Qualifications

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	Question	Response *	
ltem			
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Honeywell International Inc.	*
	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell?	Yes. Our council contact information is below: Kayli Keough General Counsel, Government Contracts Compliance Mobile: 813-460-0284 Email: kayli.keough@honeywell.com Karin O'Boyle Principle Attorney Mobile: +1 6123002813 Email: karin.oboyle@honeywell.com Notwithstanding any other provision of this proposal package, proposal forms, or the bid documents, Honeywell respectfully submits this proposal subject to a reservation of its right to negotiate mutually acceptable terms and conditions.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and	Tridium Inc, acquired November 30, 2005 and Phoenix Controls.	
0	any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).		*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 40931	*
5	Provide your NAICS code applicable to Solutions proposed.	541330	*
6	Proposer Physical Address:	815 S Mint St. Charlotte, NC 28202	*
7	Proposer website address (or addresses):	www.honeywell.com	*
	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):	Dylan Albach General Manager, North America Energy +1 551-222-5415 dylan.albach@honeywell.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Josh Hounsell Central & West Regional Energy Sales Leader 920-246-3121 Joshua.Hounsell@Honeywell.com	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity as an energy service company (ESCO).	Honeywell International Inc (Honeywell) is a Fortune 100 software-industrial company that delivers industry- specific solutions including control technologies for buildings, homes, and industry; performance materials globally; and aerospace and automotive products and services. Our technologies help everything from buildings, aircraft, cars, homes, manufacturing plants, supply chains, and workers become more connected to make our world smarter, safer, and more sustainable. Our company has a 135-year legacy of innovation specializing in developing, designing, building, owning, and financing comprehensive infrastructure projects for state and local government, higher education, industrial, federal, and commercial customers across the globe. We are a \$36.7 billion diversified technology leader headquartered in Charlotte, NC, and incorporated in the State of Delaware. Honeywell operates worldwide in over ~80 countries, including more than ~750 sites nationwide.	*

	Envelope ID: 88896EAA-25D3-4CC7-A588-E04075		
12	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Honeywell's strong financial position and more than 40 years of experience with energy guarantees ensures that our customers achieve the guaranteed savings and the results they expect. Honeywell International Inc. offers a first-party guarantee, not a "savings assurance" guarantee held by a third party. A Fortune 100 company, Honeywell has been in service for 135 years and is a publicly traded corporation on The New York Stock Exchange (NYSE: HON). With the award of our very first Energy Services Contract in 1979, Honeywell pioneered and revolutionized the performance contracting business, coining the concept of "guaranteed savings" under a U.S. Department of Energy grant in 1984. Upon Honeywell's entry into the energy market, many companies have followed, but few can rival the strength of the Honeywell brand or our 'iron-clad' 100% energy savings guarantee. WE (Honeywell International) take the risk for your project and will do what's necessary to ensure your project's success. Our ability to implement ESPCs globally is backed by our financial strength and ability to support several other industries including aerospace, building automation, energy & sustainability solutions, and industrial automation. Honeywell International was able to meet or exceed our commitments to the market in 2023, despite the challenging operating environment. Our full-year sales increased 3%, or 4% on an organic basis, while segment profit grew 8%, with segment margin expansion of 100 basis points. Our abilities rate 4". 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) i	*
13	What is your US market share for the solutions that you are proposing?	Market Share Estimate for Automation 3.18%	*
14	What is your Canadian market share for the solutions that you are proposing?	Market Share Estimate for Automation 3.18%	*
15	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Honeywell International Inc. has not had any bankruptcies or reorganizations within the past five (5) years.	*
16	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?	Building Automation is a part of Honeywell , a global business with more than 44,000 employees worldwide BA has a direct sales force that engages customers through the US and Canada, leveraging our vast distribution and service capabilities, with 110 service/installation branches throughout the U.S. and Canada, BA is a leader in the Internet of Things (IoT) and manufactures products, software, and technologies found in more than 150 million homes and 10 million buildings worldwide We help customers stay connected and in control of their comfort, security, and energy use. Commercial building owners and occupants use our technologies to ensure their facilities are safe, energy efficient, sustainable, and productive. Our advanced metering hardware and software solutions help electricity, gas, and water providers supply customers and communities more efficiently	*
17	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 2001 sets out the criteria for a quality management system This standard is based on a number of quality management principles including a strong customer focus, the motivation and implication of top management, the process approach and continual improvement Using SO 9001 helps ensure that customers get consistent, high-quality products and services, which in turn brings many business benefits. 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 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.	*
18	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Honeywell does not have any current or past debarments or suspensions within the past seven years.	*

19	Describe any relevant industry awards or recognition that your company has received in the past five years	 Net Zero Leader, Forbes, 2023 Top 100 Global Leaders in Sustainable Innovation, Lexis Nexis, 2023 Equality 100 Award Recipient for Leader in LGBTQ+ Workplace Inclusion, Human Rights Campaign Foundation, 2023-2024 Top 50 Innovative Companies, Boston Consulting Group, 2023 Best Place to Work for Disability Inclusion, Disability Equity Index, 2023 World's Most Admired Companies , Fortune, 2022 Top 100 Global Innovator, Clarivate, 2022 World's Most Ethical Companies, Ethisphere, 2020, 2022 Best Companies to Work For – For Diversity and Millennials, Women's Choice Awards, 2022 Top 100 Women in Technology CDTO-Sheila Jordan, Technology Magazine, 2021 World's Most Innovative Companies, Fast Company, 2021 Cybersecurity Excellence Awards GOLD, Cybersecurity Insiders, 2020 Global Industrial Enterprise Performance Management Technology Innovation Leadership Award, Frost & Sullivan, 2020 Best for Vets Employer, Military Times, 2019 Great immigrants Recipient – CEO Darius Adamczyk, Carnegie, 2019 World's Most Reputable Companies For Corporate Responsibility, Forbes, 2019 Minority Engineer Magazine 2019 Corporate Visionary Award Global GC 20, Anne T Madden Financial Times 2019 General Council Global 100 influencer USA, Anne T Madden Chambers 2019 	*
20	What percentage of your sales are to the governmental sector in the past three years	Honeywell Energy Services Group (HESG) sales percentage to the governmental sector: 2023: 29.1% 2022: 53.97% 2021: 7.58%	*
21	What percentage of your sales are to the education sector in the past three years	Honeywell Energy Services Group (HESG) sales percentage to the education sector: 2023: 54.63% 2022: 41.37% 2021: 71.83%	*
22	List any state, or cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	TIPS: \$4,212,810.37 (2021); \$1,443,627.00 (2022); and \$2,692,125.94 (2021). KCDA: \$1,460,172.29 (2021); 2022 \$5,771,916.64 (2022); \$2,066,960.07 (2023) CES: \$12,847,189.65(2021); \$ 23,099,134.57 (2022); \$25,552,529.71 (2023) Sourcewell: \$400,000 (2022, 2023)	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	 47QSWA18D0057 - ~\$27M GS-21F-0134W - \$6M 	*

Table 2: Proposer Qualifications: References/Testimonials

Line Item 24. 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	(602)764-1613	*
Kansas State University	Gary Wishaar	785-532-1784	*
University of Missouri	Kansas City	norrisjm@umkc.edu	*

Table 3: Proposer Qualifications: Top Five Projects

Line Item 25. Provide a list of your top five government, education, or non-profit performance contracting projects your firm completed (entity name is optional).

Project Data	Project 1	Project 2	Project 3	Project 4	Project 5
Project Name	Piqua City Schools	Phoenix Union	Chisago County	Hutchison Community College	Gillett Schools ,
Facility Type and Use	Schools and Administration	Schools	Schools, Administration	Schools, Technology Centers, Maintenance Buildings, Athletic Facility	Schools
Project Size -Number of Buildings -Total Square Footage	6 Buildings, 561,592 sq. ft.	Ph1 - 3 Buildings, 1,114,397 square feet Ph2 – 3 Buildings, 1,143,497	12 Buildings, 258,526 sq ft	18 Buildings , 444,300 sq ft	Ph1 – 2 Buildings, 191,230 sq ft Ph2 – Same 2 Buildings as Ph1, 191,230 sq ft
Types of Measures	•Building and field lighting improvements •HVAC and controls upgrades •Building envelope improvements •Water conservation measures	Ph1 - •HVAC Controls •Lighting Upgrades •Building Envelopes •Water Conservation •Power Factor correction Ph2 – •Lighting Improvements •Water Conservation	•HVAC •BAS Upgrades and Controls •Lighting Improvements •Water Conservation Measures •Building Envelope improvements •Boiler Replacements •VFD Installations •Window Replacements	Lighting Upgrades Window Replacements Water Conservation Measures Building Envelope HVAC Control Upgrades New Roofs Boiler Replacements	Ph1 – •EMS Controls Upgrades •Lighting Improvements •VFD Installations •Building Envelope Ph2 – •Boiler Replacements •Lighting Improvements •Elevator Refurbishments •A/C Replacements
Project Cost: Installed	\$2,799,990	Ph1 - \$6,089,225	\$1.5M	\$7.1M	Ph1 - \$3M
Project Costs		Ph2 - \$3,895,214			Ph2 - \$2.5M
Project Cost: Financed Amount	Self-Funded	\$14M	\$3.35M	\$12M with financing and maintenance	Ph1 with Financing - \$3.49M Ph2 - \$2.7M
Guaranteed Annual Savings (\$)	\$605,451	Ph1 Yr1 - \$553,624 Ph2 Yr1 - \$320,589	Yr 1 - \$95,986	Yr 1 - \$262,500	Ph1 – Yr1 - \$356,807 Ph2 – Yr 1 - \$314,125
Financing/Funding Source	Tax Exempt Lease	Tax Exempt Lease	Cash	Tax Exempt Lease	General Obligation Bond
Project Schedule -Construction Start and End Dates -Guarantee Period Start and End Dates	Construction - March 2018 – Feb. 2019 Guarantee: March 2019 – Feb 2022	Ph1 - Construction –Nov 2014 – May 2015 Guarantee: May 2016 – April 2026 Ph2 - Construction – May 2015 – Nov 2016 Guarantee: Dec 2016 – Nov 2026	Construction: January 2022 – August 2024 (est) Guarantee: August 2024 (est) - July 2039	Construction: May 2008 - Sept 2009 Guarantee: Oct 2009 – Sept 2029	Ph1 - Construction: Dec 2014 – April 2016 Guarantee: May 2016 – April 2026 Ph2 - Construction: Dec 2017 – May 2019 Guarantee: June 2019 – May 2029
Measurement and Verification Methods	Electric ECMs – A Natural Gas ECMs - C	Option C for all ECMs – Years 1-3 Option A or B for all	Option A for all ECMs	Option A for all ECMs	Ph1 – Option A for all ECMs Ph2 – Option A for all
		ECMs – Years 4-10			ECMs
Term of financing agreement	15 years	15 years	0	20 years	10 years

Table 4: Proposer Qualifications: Ability to Sell and Deliver Solutions

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

Line Item	Question	Response *

26	Sales force.	Honeywell International has over 110,000 employees worldwide, our division Honeywell Building Technologies has 44,000 employees the majority residing in the U.S. 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.
		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.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and 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 provides accurate, real-time information Honeywell Productivity Products have 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 have been the bedrock of our combined success in the past and will continue to be so going forward.

28	Service force.	General Manager: Allocates resources to ensure productivity Supports, coordinates, directs, and manages all aspects of the 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 QC/QA 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 development and construction phases Leads all design and engineering efforts
		Project Mgmt Leader (Constr Mgmt and Commissioning Training): Responsible for permits, construction management, commissioning, training, rebates, job financials, and project closeout.
		Safety Leader: Responsible to work with the project manager to formulate and implement the site-specific safety plan.
		O&M 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.
		Service Leader: Manage team 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, initiate corrective actions; develops and administers all subcontracts.
		Program Manager: Primary liaison with the customer and contracting and senior facility personnel during the project development phase.
		Engineer (Engineering Analysis, Facility Auditing): Responsible for Facility audits, TC design, Engineering Analysis, Cost Analysis, and construction installation support.
		Preventive Maintenance and Compliance Leader: Works with the customer throughout the performance period to ensure that all preventative maintenance is completed as required in the contract.
		Commissioning Analyst: Responsible for the commissioning of installed equipment and equipment spec verification (installed with manufacturer s recommendations & operates as intended).
		Service Specialist: Responsible for all verification of performance; including tracking, reporting, and reconciliation.
		Construction Manager: Responsible for managing project development and construction, detailed energy audits, cost estimating, preparation of construction documents, construction implementation, ensures adherence to established quality and safety requirements.
		Estimating Manager: Provides support for the Project Manager in estimating the project cost, evaluating the costs of alternatives and scope changes that may occur.
		Service Branch General Manager: Responsible for all O&M service work performed by the branch.
		Service Technician: Responsible for performing all scheduled on-site O&M service work, ensuring equipment operations; responds to emergency calls.
		Global Service Response Center Provides: 24/7 technician dispatch services, critical system monitoring, and live problem troubleshooting.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	N/A, award will be direct to customer. No distributors, dealers, or others are involved.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	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. 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 projects.

The Commissioning team is involved in the project from the Detailed Design phase through project commissioning and acceptance. This team of engineers ensures the proper development of the functional testing of all systems in the design phase and optimum performance after construction is complete. We have structured our management organization to support the project team in the field, raise contract performance, and reduce risk, providing the optimal energy efficiency and realization of sustained energy savings.

Health, Safety, and Environmental

We integrate health, safety, and environmental (HSE) considerations into all aspects of our business to protect our customers, employees, communities, and the environment. Our HSE management systems reflect our values and help us meet our business objectives. The HSE team at Honeywell is managed at the corporate level to ensure compliance with standards across individual projects as well as office locations. A Safety Team Lead is assigned to each project to help evaluate project safety risks and develop the Site- Specific Safety Plan (SSSP) in conjunction with the Project Manager and the customer. The SSSP is unique to every project and is used to help identify safety risks and develop strategies to mitigate that risk. Each SSSP requires involvement from the Safety Team Lead in every phase of project implementation, including accountability for subcontractor environmental health and safety. The SSSP is incorporated into the project Construction Plan.

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 partnership Honeywell's Supply Management professionals minimize risk to the project team and customer by employing rigorous pre-qualification and performance management processes.

Honeywell's Customized Training Program and O&M

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

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

Our O&M team understands how to operate and maintain a diverse, technical site infrastructure and plays a key role in assuring design and equipment compatibility with operational constraints For example, there are over 15 Honeywell employees on the GSA Federal Research Center at White Oak (located in Silver Springs, MD) performing functions that range from central utility plant operations (electricity generation, chilled and hot water) to maintaining building comfort and functionality. The O&M team is supported by a worldwide service organization with over 1,300 offices and 3,000 service technicians capable of locally supporting all aspects 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 (QC/QA)

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

Cost, Schedule, and Technical Performance

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

100% of projects delivered within negotiated scope and price

00% Equipment and systems commissioning compliance O&M plans ensure equipment performance at start-up and ongoing

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

Cost

Honeywell identifies costs throughout the development process using our estimating team in conjunction with our engineers, equipment suppliers, and subcontractors. The project's Final Fixed Price is developed through review of 30% engineered drawings, normalization of multiple equipment supplier and contractor

bids, and standard estimating historical data. During design, the estimating team conducts constructability reviews at predetermined design intervals to ensure there are no budget overruns During construction, overall project costs are updated monthly to ensure the final Estimate at Completion (EAC) falls within project budgets. If there is a potential impact to the cost at completion, EAC updates are made in the accounting system to reflect that change. These cost changes are not passed on to the customer unless they are customer-directed scope of work changes.

Schedule

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

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

Technical Performance

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

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

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

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

Featured Best Practices

Benefit to our Customer In-House Estimating

Best price based on Honeywell industry experience and multiple vendor bids. Rigorous Schedule Management.

Guarantees the project is delivered on time QC/QA Plan.

Reduces risk of technical shortfalls by implementing the plan derived during project development.

O&M Plans

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

3 Price Tracking, Reporting, and Control

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

JSS software captures all project costs for 100/ up-to-date job cost reporting and control. JSS software provides up-to-date project information 24/7 anywhere in the world.

 100% visibility of project finances and key metrics by senior management. Honeywell successfully delivers large, complex projects around the world, using methods and processes developed internally and adapted for all levels of management to quickly evaluate a project's performance at any time or location.

Price Tracking

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

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 Project on track
- Yellow Some areas of concern

Red - immediate action required to address deficiency

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

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		detailed information on project status including but not limited to: job to date costs, work completed since last report, forecasted work activities for the next month, project risk analysis, outstanding project issues, and safety updates, including near-miss reports. In addition, Monthly Operations Reports (MOR) are prepared each month by the PM and the PML for review by the VP of Operations Functional team leaders attend the MOR meeting to review safety performance, supply management performance (including status of purchase orders), subcontracts, and project financial performance against established cost budgets. The PML reviews all projects under their supervision in design and construction to discuss any related issues or resources they need from any of the functional team leads.
		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 PM, it is elevated for review by the PML. Ninety-nine percent of the time, issues are resolved on the project level.
		Senior management involvement is limited to dealing with resource allocation, functional team support, or human resources issues. In these cases, management uses the chain of command and allows the PML to address the issue with the team to come to a resolution to keep a project on track.
		Honeywell employs extremely capable team members that are high performers and have the ability to deliver quality projects to the customer with minimal distractions and direction from senior management. Because Honeywell utilizes the 4-Blocker Report, Job Status Summary Reports, and the MOR, management can proactively track project status and engage the PML when necessary.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We want to turn your building into a highly profitable asset. By seamlessly integrating hardware, software, and analytics - all backed by skilled services, we are driving the digital transformation of buildings. We are creating building ecosystems that put the occupant at the center and fostering environments of efficiency, productivity, and collaboration.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We want to turn your building into a highly profitable asset. By seamlessly integrating hardware, software, and analytics - all backed by skilled services, we are driving the digital transformation of buildings. We are creating building ecosystems that put the occupant at the center and fostering environments of efficiency, productivity, and collaboration.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Honeywell is strategically located throughout the U.S. and Canada which allows us to cover all areas with service and installations.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	No.

Table 5: Proposer Qualifications: Depth and Breadth of Solutions Offered

Line Item Question	Response *
Provide a detailed description of all the Solutions offered, including used, offered in the 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, and 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.
	Honeywell has an extensive list of Energy Conservation Measures with 250+ measures and growing. The solutions being offered in this proposal include, but are not limited to the following:
	Lighting Measures: Upgrade building lighting systems Retroff tourcandescent lamps with LED Upgrade incondescent fixtures electronic ballasts Redesign & replace fluorescent fixtures with new Retroff fluorescent fixture reflectors Retroff tourescent fixture reflectors Retroff toulding outdoor lighting Upgrade building outdoor lighting Upgrade building outdoor lighting Install centralized lighting control System Install occupancy sensors, digital time switches Install docupancy sensors, digital time switches Install docupancy sensors, digital time switches Install dimming systems Modify circuits and switching Retrofft street/parking lighting Upgrade street/parking lighting Upgrade street/parking lighting Install street/parking lighting Insteal street/parking lighting Upgrade street/parking lighting Increase natural lighting technology UV and far UV lighting technology UV and far UV lighting technology UV and far UV lighting technology Electrical System Measures Replace PSC motors with ECM or SMC motors Install motor controls (VFD, timers, schedulers) Resize/replace transformers with high efficiency Install power factor correction Upgrade UPS systems Install power quality correction Upgrade UPS systems Install power factor correction Upgrade UPS systems Install power factor correction Upgrade UPS systems Phase to ground monitoring Phase to ground monitoring Phase to ground monitoring

•	Power reliability / resiliency Island mode and black start power capabilities Demand Response
Elect	rical System Measures:
•	Replace PSC motors with ECM or SMC motors
•	Install motor controls (VFD, timers, schedulers)
•	Resize/replace transformers with high efficiency Install power factor correction
•	Install power quality correction
•	Upgrade UPS systems
•	Install submetering Phase loss monitoring
•	Phase to ground monitoring
•	Power demand monitoring & control
•	Power reliability / resiliency Island mode and black start power capabilities Demand Response
Build	ing Component Measures:
•	Replace appliances with Energy Star
•	Install DHW control systems
•	Install dryer heat recovery systems Install boiler stack exhaust heat recovery systems
•	Install hybrid DHW heaters
•	Implement computer sleep mode (stand-by)
•	Install Vending Miser controls Smoke, fire, heat detection / alarming
•	Whole Bld. Controls; BAS, BMS, EIS, EMS, EMCS
Cont	rol System Measures:
•	Install new DDC control system Expand existing DDC control system
•	Integrate control systems using single front end
•	Integrate BAS with central plant systems
•	Re-commission and optimize controls Re-calibrate and tune control systems
•	Optimize fan system operation
•	Optimize unoccupied setbacks
•	Reset supply air temperature Sequence heating, cooling and humidification
•	Optimize temperature, humidity pressure control
•	Optimize outdoor reset schedules
•	Optimize building pressurization control Optimize temperature & ventilation for occupancy
•	Implement optimum start / stop sequences
•	Implement morning warm-up / cool-down
•	Implement free cooling / purge control Advanced optimization of mixed air damper & economizer control
•	Optimize ancillary equipment control
•	Interlock and optimize unit heaters
:	System cyber security Optimize cooling tower use and control (i.e. smart sequencing)
•	Optimize snow melting system control
•	Install programmable thermostat
•	Implement thermostat set point limits Power demand control to reduce demand cost
•	Statistical energy usage control
•	Duty cycle constant volume systems
•	Building schedule management Optimize cooling and heating equipment staging
Mech	nanical System Measures
•	Upgrade air handling systems
•	Install zone dampers and VSD's to match airflow with occupancy Install variable exhaust system for kitchen cooking exhaust hood
•	Install trim dampers to improve control of ventilation
•	Install low leakage fresh air dampers
:	Install back-draft dampers on exhaust Convert air handling units to variable air volume (VAV)
•	Relocate heating coil
•	Replace electric motors with high efficiency motors
•	Convert 100% fresh air system to mixed air Install outdoor air free cooling on AHU's
•	Install AHU heat recovery
•	Monitor Indoor air quality, IAQ-P ventilation control
•	Monitor CO2 levels, demand ventilation control
•	Monitor carbon monoxide (CO) levels in parking structures Install anesthetic gas monitoring in Operating Rooms
•	Perform air balance, install exhaust balance control, for buildings with pressurization issues
•	Replace existing AHU's
•	Replace existing roof exhaust fans Refurbish existing AHU's
•	Clean or replace dirty filters
•	Install de-stratification fans with UV and/or NPBI technology
•	Insulate mechanical equipment, ductwork & piping Clean fouled coils
•	Install heat pump system
•	Install perimeter baseboard heat reflectors
•	Sequence perimeter heating valves with reheat Replace perimeter heating zone valves
•	Implement coil delta T control
•	Use fan wall technology
•	Replace faulty or oversized control valves Install direct fired makeup air heater
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•	Upgrade lab fume hood exhaust systems
•	Retrofit steam trap technology to venturi
•	Recover steam condensate
•	Recompress flash steam Redesign/eliminate steam PRV systems
	Use chilled water coil energy valves
	Upgrade steam distribution system
•	Tune parallel multi pump systems
•	Convert steam humidification to pumped atomization
•	Install pool heat pump system
•	Replace pumps or trim impellers
•	Reduce compressed air leaks
•	Recover heat from water cooled equipment
•	Recover heat from medical vacuum systems
•	Optimize compressed air system
•	Reset compressed air system pressure
•	Increase compressed air storage
•	Utilize compressed air expander system
Cent	ral Plant Measures
•	Retrofit heating plant
•	Replace heating plant
•	Replace existing hot water boilers
•	Replace existing steam boilers
•	Install high efficiency lead boiler
•	Install smaller summer boiler
•	Convert steam system to hot water
•	Change classification of central plant (Black Start or Emissions)
•	Install condensing heating boiler
•	Retrofit steam trap technology to venturi
•	Interconnect boiler system loops
•	Install boiler stack damper
	Install steam vent heat recovery Replace Stacks and breaching
	Replace Burners
	Tune and recalibrate burners
	Install linkage-less controls on boiler
•	Preheat combustion air
•	Implement O2 trim
•	Install flue gas economizers
•	Install flue gas condensing tower
•	Convert heating water loop to primary / secondary
•	Install reverse osmosis system for boiler makeup water
•	Convert steam atomization to air atomization for oil fired boilers
•	Install VSD on ID/FD fan
•	Install VSD on pumps
	Insulate heating plant equipment Retrofit domestic hot water systems
	Upgrade DHW System to High Efficiency
	Install condensing DHW boiler
•	Install tank-less instantaneous DHW heaters
•	Install direct contact DHW heaters
•	Retrofit steam systems
•	Repair leaking steam
•	Replace or repair leaking steam valves
•	Reset steam pressure
•	Isolate and schedule steam pressure to kitchen and sterilizers
•	Install automatic blowdown
•	Install blowdown heat recovery
	Install multistage feedwater pumps Tune de-aerator Implement water treatment program for steam
	Retrofit cooling plant
•	Convert chilled water loop to primary / secondary
•	Optimize chiller plant operation
•	Install VSD on cooling tower fan Install VSD on chilled water pumps
•	Install heat recovery chiller
•	Interconnect chilled water loops Replace chiller
•	Replace cooling towers
•	Install absorption chiller Install tower water side economizer heat exchanger
	Replace window air conditioners
moni	Implement water treatment program for tower water (using control technology like TDS toring)
•	Install VSD on chiller compressor motor
	Upgrade DX equipment for efficiency
•	Install DX equipment efficiency controllers
Build	ing Envelope Measures
•	Retrofit building envelope (caulking, seals & sweeps)
•	Replace door seals and sweeps
•	Replace overhead door sweeps & seals
•	Seal unused building penetrations
	Caulk cracks (around windows, wall / roof interfaces)
	Caulk around window air conditioning units
	Install rapid overhead door openers Energy & security building entrance vestibules & windows
	Smoke control air migration control/isolation
•	Healthy building initiatives
•	IAQ monitoring and control
•	Cool roof coverings
•	Install door air door (not plastic strips)
•	Exhaust Attic Spaces
•	Upgrade building insulation (roof)
•	Replace roof membrane with spray foam roofing

•	Upgrade	to doul	ble or	triple	pane	windows

- Replace existing windows
- Repair/replace exterior wall cladding
- Repair exterior wall expansion joints
- Install Low E ceiling
- Smart window glaze options
- Auto window shading
- Window films, energy & security

Water Measures

- Retrofit domestic water systems
- Install laminar low-flow restrictors on faucets
- Install waterless urinals
- Install low-flow toilets
- Install urinal tank flush control
- Replace once through water cooled equipment
- Retrofit process water systems Retrofit once through water cooled equipment
- Repair water leaks
- Install pool cover
- Replace washing machines with front loading
- Install liquid pool cover
- Retrofit once through water cooling to closed loop Modify water cooled pump seals Use alternative water sources (i.e. rain water harvesting)
- Install water efficient irrigation
- Install low-flow shower heads
- Automated meter reporting systems
- Meter once through water for WW charge reduction
- Reclaim cold coil condensate
- Upgrade swamp coolers to indirect evaporative

Renewable and Sustainable Measures

- Install solar photovoltaic generation
- Install solar air heating (solar wall)
- Install solar water heating

- Install passive solar heating Install ground source heat-pump loop Install storage (thermal, chemical potential, kinetic)
- Solar ponds
- Small thermal storage
- Convert boilers to biomass
- Install load shift/resiliency capability Install combined heat & power
- Install micro grid co-generation Install Living Wall
- Install green roof
- Install wind turbine
- Install micro hydro generator
- Install fuel cells
- Optimize car charger control
- Power purchase agreements
- BOOM power agreements
- Supply Side Management and Other Measures
- Install utility main-meters
- Install utility sub-meters
- Change / negotiate better utility rate Implement demand limiting control
- Install medical waste sterilization equipment
- Implement recycling program
- Implement food waste reduction program
- Upgrade security system
- Upgrade fire alarm system

Capital Upgrade Measures

- Infrastructure renewal
- Performance contracting
- **BOOM** agreements Service agreements
- Upgrades included in service agreements

37	What is your process for measurement and verification?	The purpose of performing any monitoring and verification of the installed ECMs through an agreed upon process is to provide the customer both a level of satisfaction that the improvements have been delivered and ongoing information as to their operation and performance. Additionally, this effort is used to assess the actual cost savings versus either some guarantee level or estimated savings. Honeywell's Measurement & Verification (M&V) plan developed during the technical feasibility study phase uses the pre-retrofit utility consumption and operating parameters established in the baseline for all savings calculations during the term of the project. Each methodology or procedure will be approved by the customer prior to implementation. The intent of the M&V plan is to verify that the ECMs installed by Honeywell collects data and relative information during the post-retrofit period to demonstrate that the installed equipment is performing at expected levels, and we continuously collects/measures the energy consumption of the retrofitted equipment. Honeywell also conducts audit/field inspection surveys to ensure all mechanical, electrical and utility systems are operating as required and to assess the operational efficiencies of the systems and equipment installed. It will also submit semi-annual/annual reports verifying and calculating the energy and cost savings. These reports include energy baseline information, monitoring period energy und Cost Savings. These reports include energy baseline of action of Responsibility for Project Performance effects. Long-term Feedback for Ongoing System Optimization/fine-tuning and Preventive Maintenance of ECMs. Long-term Feedback for Ongoing System Optimization/fine-tuning and verie facility, whole facility nethods consider only the total energy use while ignoring specific equipment performance. M&V effort by divertification cortent and verification reports explemented of the rest of the facility, whole facility methods consider only the total energy use while ignoring spe
		o Performance Verification Technique: Calibrated energy simulation/modeling, calibrated with hourly or monthly utility billing data and/or end use metering.

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38	Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.	The purpose for establishing a baseline for an energy performance contract is to accurately predict what the energy consumption and costs would have been as if the energy project was never completed. The baseline can then be used to measure the improvement in efficiency and determine the overall energy savings of the project. Since the energy consumption of all facilities is somewhat affected by variable weather conditions, a baseline for heating and cooling systems is typically dependent on degree-days or outside temperature. A baseline also needs to incorporate changes in facility use, such as a change in hours of operation or increased levels of outside air. Once again, if these changes would have occurred in the absence of the energy project, they should be incorporated into the project's baseline. If metered data is not available, Honeywell will calculate the baseline based on the systems and operating conditions as they currently exist. Honeywell finds baseline development most accurate if specific measurements are taken on equipment over a specific time period (early in the audit phase) to determine actual kW, kWh, oil and gas consumption, cfm, gpm, hours of use, etc. A summary of some of the methods, which will be used by Honeywell to establish baselines and support, and calculated savings are listed below.
		 Measurement of existing operating nous using data recorders for space temperature and humidity, air handler temperatures (mixed, return, cooling, and heating coil discharges), and space occupancy using lighting loggers. Spot measurement for boiler efficiencies and water consumption. Running measurements of chiller operation, including simultaneous measurement of input kWh or steam flow, and chilled water supply and return temperatures and flow (gpm). Records of operating conditions from building management systems and utility-grade meters.
		The data from the above is used to calculate existing energy use, which is then reconciled with current facility utility bills, and adjusted as required to provide a mutually agreed baseline.
		To provide valid savings evaluations, Honeywell maintains a significant inventory of metering equipment utilized by its auditors and Solution Development Engineers to ascertain critical data about the operation of the facility.
		Typically, Honeywell's auditors use the following equipment for their onsite measurements: recording and instantaneous power and harmonic analyzers, data loggers for pressures, temperatures, flow rates, humidity, and CO2; lighting level and recording profile/run-hour and occupancy meters, multimeters, handheld kW meters, combustion analyzers, ultrasonic flow meters, and infrared thermometers.
		The ECMs installed in many projects allow for energy savings to be identified by direct metering or a combination of metering and calculations with accepted assumptions. In the case of lighting, for example, it is relatively easy to meter representative samples of unique fixture types, both before and after a retrofit, to determine the power consumption difference in Watts. When multiplied by the quantity of each fixture type, the total connected load reduction can be derived. In combination with run time assumptions, or meters, the electrical reduction can be accurately determined. Where possible, direct measurement of ECMs during construction (before and after the retrofit) coupled with energy savings calculations is a method that Honeywell finds to be very accurate and cost-effective.
		Due to the nature of some ECMs, or when a combination of ECMs is installed, individual (discrete) metering may not be either possible or able to fully document a baseline and calculate savings. Many of these situations can be handled by combining results from metering along with either engineering-based calculations or output from nationally recognized building simulation programs, such as DOE II, ASEAM, TRACE, or HAP. This method would be used for ECMs, such as night setback, and where no other ECMs have significant interaction with the setback measure.
		Formulas exercised in energy savings calculations follow the laws of physics, and many are included in the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Handbook of Fundamentals. However, such calculations (i.e., equipment operation profiles) must be tempered by experience, past retrofit practice, and expectations of future operating conditions to arrive at achievable values in practice. Honeywell always reviews every project, in detail, for the anticipated savings and never hesitates to reduce the anticipated energy calculations where experience dictates necessary. The result is a coupled project where the final savings are equal to or greater than anticipated.
		Calculating the units of energy saved is a critical measure of energy efficiency improvements, but it does not indicate the actual dollars saved. To do this, Honeywell and Sourcewell will establish the base rates that will act as "floor" rates in calculating the savings. These are usually the rates that are in effect at the time of the start of the contract or rates used for audit estimated savings.
39	How is a performance guarantee provided (self- guarantee or third party)?	Honeywell International Inc. offers a first-party guarantee (self-guarantee), not a "savings assurance" guarantee held by a third party. A Fortune 100 company, Honeywell has been in service for 135 years and is a publicly traded corporation on The New York Stock Exchange (NYSE: HON). With the award of our very first Energy Services Contract in 1979, Honeywell pioneered and revolutionized the performance contracting business, coining the concept of "guaranteed savings" under a U.S. Department of Energy grant in 1984. Upon Honeywell's entry into the energy market, many companies have followed, but few can rival the strength of the Honeywell brand or our 'iron-clad' 100% energy savings guarantee.
40	How is insurance provided (self-guarantee or third party)?	Third party.
41	With guaranteed savings contracts, how do you handle a situation where a performance guarantee is not being met?	Should be annual reconciliation show that the annual energy savings does not meet the annual guaranteed savings, Honeywell must provide the Customer with the compensation for the difference. The Customer has a choice regarding how to be compensated. Compensation can be delivered in any one of the following ways: Honeywell can issue a shortfall check to be sent directly to the Customer. Honeywell can implement additional ECMs at our cost to make the new total savings equal to the
		shortfall. • Honeywell can provide additional goods and services during the performance period equivalent to the shortfall.
		These options are negotiable and agreed to with each client.

42	How do you maintain transparency with clients regarding M&V results?	 Energy and Cost Avoidance Reports. Honeywell will provide semi-annual/annual reports to document the findings and make recommendations. Each report will contain the following: Indicate energy baselines, monitoring period energy usage, and applicable rates. Summary of operations and maintenance activities conducted. Results/documentation of performance measurements and inspections. Details of any performance or O&M issues that require attention. Realized savings for the year (energy, energy costs, O&M costs, and other). Results will be compiled into an integrated report and presented by Honeywell in person, at a time and location acceptable to the customer. Comparison of actual savings to the guaranteed amounts. All reports will conform to the format agreed to and approved by the customer. Details of all analysis and savings calculations, including commodity rates used and any baseline adjustments performed. Reports shall be provided in both hard copy and electronic media format. Electronic format shall include spreadsheets, database files, text documents and portable data files (pdf) and shall be made available in portable media format designated by the customer. All calculations, documentation, and analysis supporting baseline and final performance results will be included. The purpose of performing M&V is to establish an agreed-upon process that provides the customer satisfaction that the improvements have been delivered and ongoing information regarding operation and performance. Additionally, this effort will be used to assess the actual dollars of savings versus the guaranteed level.
		Listed below are the steps and post-retrofit activities (during pre and details audit phase) that Honeywell takes to develop and implement a M&V Plan that meets clients' need for assurance that the savings will be accurately measured for the entire length of the contract:
		Meet with the Customer's team and present M&V options for ECMs that are identified during the Phase I of the project.
		 Develop a draft M&V Plan (based on the outcome of the M&V presentation) and deliver to the customer for review. The plan will include a detailed metering plan and will identify meter locations, measured parameters (temperature, flow rate, electrical power, etc.), units and frequency of measurements. In addition, the plan will indicate proposed meter manufacturer(s), model number(s) and specification of instrument accuracy. 1. After the customer reviews the draft plan, Honeywell meets again with the customer to address questions and concerns. 2. Plan is then modified to reflect issues brought up in the review meeting. 3. Perform pre-installation (baseline) measurements as directed in the M&V Plan or develop baseline models using utility consumption data. 4. The final M&V Plan becomes an exhibit in the energy savings performance contract along with the pre-installation measurements. 5. Upon completion of the ECM installation, commissioning and training, post-installation measurements. 5. Upon completion of the ECM installation, commissioning and training, post-installation measurements are taken in accordance with the M&V Plan. 6. Annual M&V activities are conducted to verify operation of the installed equipment/systems and/or calculation of energy savings. 7. Monthly, semi-annual and/or annual M&V Reports are prepared according to the Plan. 8. Sustain energy savings. 9. Identify additional opportunities and perform System Optimization to maximize the energy savings. 10. Provide optional training and help the client make informed decisions about their energy use and provide optional training and help the client make informed decisions about their energy use and provide precision.
43	State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.)	provide necessary tools to fully evaluate their long-term energy needs. As prime contractor for ESPC projects, Honeywell performs specific tasks while subcontractor partners perform under the leadership of our project management team throughout the project lifecycle. The following shows task breakouts as self-performed, subcontractor-performed, or jointly performed. • Survey of existing conditions – Jointly Performed • ECM identification – Self-Performed • Financial analysis – Self-Performed • Scope of work development – Jointly Performed • Construction project management – Self-Performed • Construction project management – Self-Performed • Installation of selected ECMs – Jointly Performed • Installation of selected ECMs – Jointly Performed • Quality assurance/quality control – Self-Performed • System commissioning – Jointly Performed • Energy saving guarantee – Self-Performed • M&V – Self-Performed
44	Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.	Subcontractor Selection Process Honeywell also has an established methodology for selecting subcontractors and ensuring that they provide competitive cost proposals. Below is our typical process. • Honeywell will meet with the Customer Small Business Enterprise Office to establish goals and requirements for the use of local M/WBE/SBE firms on the project. • Honeywell will identify scopes of work that will require subcontractors. Our experience with Performance Contracts has shown that multiple opportunities for subcontracted work exist in the areas of electrical & mechanical services, lighting, water conservation, building envelope, HVAC and controls. • Honeywell will notify a minimum of three local M/WBE/SBE subcontractors of the opportunity to be awarded a subcontract. • Honeywell will provide local subcontractors to submit bids. • Honeywell will provide local subcontractors to submit bids. • Honeywell will allow local subcontractors to meet with appropriate project managers to discuss bid requirements. • Honeywell will review final selections with Customer for approval. • Honeywell will award subcontracts based on full and complete consideration of all submitted proposals based on the stated objectives. To expand the use of local firms, Honeywell at times will reach out into the community to build awareness of our need for local subcontractors.

Since several efficiency measures are affected by weather, describe how you perform weather corrections.	Weather data is collected from the Base Year(s) and a regression is created using computer software (Metrix, Option C, etc) using either the utility data or BAS data from that same time period. If the R-Squared value of the regression is greater than 0.75, then the regression is used to create the Baseline during the Performance Period. If the R-Squared value is less than 0.75, then weather is not the only variable that needs to be investigated. If the regression is good, the weather data from the Performance Period is collected and then applied using the regression calculations. This is then summed, and a Baseline is formed.
Do you measure equipment loads? If so, do you measure or stipulate, and what is the impact if they change?	It depends on several factors, which can include but is not limited to whether or not this equipment is installed by Honeywell as part of this project or if it is a separate piece of equipment owned by the Customer; the IPMVP option is the M&V Plan for this ECM; if existing sensors are in place measuring the equipment loads or if sensors have to be installed; if the equipment have varying loads or is consistent; and whether or not the load is large enough to impact energy savings of the project. Overall, yes: Honeywell does have the capability to measure equipment loads to track energy savings. However, if the data is not available, the equipment load is consistent, or the load is small, etc., then the load is stipulated. If the load does change, the impact would result in a non-routine adjustment being made.
Who is responsible for initial and long-term equipment performance? How is this verified and what will be done if the equipment performance does not meet expectations?	Honeywell is responsible for initial and long-term equipment performance. POST-INSTALLATION VERIFICATION. Post-installation M&V will be conducted by Honeywell to ensure that the proper equipment/systems that were installed are operating correctly and have the potential to generate the predicted savings. Verification methods may include surveys, inspections, and/or spot or short-term metering. Honeywell will complete system/equipment commissioning. REGULAR INTERVAL POST-INSTALLATION VERIFICATION. Honeywell also verifies that the installed equipment/systems have been properly maintained and continue to operate correctly and have the potential to generate the predicted savings on a periodic basis. Savings report for all the installed ECMs is submitted after the acceptance date of the work performed by Honeywell. Charts showing the performance of each piece of equipment are generated each week and reviewed by the M&V staff. If desired, the same information is also available to the Customer. Should it be found that the installed equipment is not getting the desired energy savings, the Honeywell Measurement and Verification Team conducts additional investigations on why the equipment is not performing to expectations. Once the cause it determined, it determined to either be the fault of on-site conditions or Honeywell. If it was found to be the result of on-site conditions outside the control of Honeywell, a non-routine adjustment is calculated and included in the year-end report towards the guarantee. This adjustment(s) will then be described in detail in the report and shared with the Customer at the report presentation. Should the Customer wish to dispute the adjustment, then they will have a period of time to do so (typically 45 days). If it were found to be the result of conditions inside the control of Honeywell, then one of two things occurs. The first is that the verified savings of the project is still calculated per the M&V Plan and a shortfall check (if there is one) is written to the
Describe how you verify project savings (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	the Customer would then sign a document stating that the project was made whole. DATA GATHERING AND QUALITY CONTROL. During the performance phase, Honeywell will designate a Certified Energy Manager (CEM) as the M&V Specialist for the project site. This individual will be responsible for defining and verifying the baseline as well as conducting post-installation and regular interval M&V activities. The M&V Specialist will work in close concert with the Performance Contracting Engineer (PCE), the project installation team, and the customer to ensure that accurate information is obtained. The Project Manager and/or Quality Control/Safety Manager will help ensure performance compliance, and will be responsible for proper installation, operation, and maintenance of the ECMs in accordance with design and contractual parameters. This includes ensuring that verification data is accurately collected and analyzed, and that measuring equipment is calibrated in accordance with prescribed standards. Energy and water savings are determined by comparing the energy and water use associated with a facility or certain system(s) within a facility before and after the installation of an ECM. The "before" case is the baseline. The "after" case is the post-installation or performance period. Baseline and post- installation energy use measurements or estimates can be constructed using the methods associated with M&V options A, B, C, and D, as described in the FEMP. The challenge of M&V is to balance M&V costs and risks with the value of the ECMs being evaluated and to increase the potential for greater savings by careful monitoring and reporting. The M&V guidelines, as set forth in FEMP 4.0 M&V Guidelines: Measurement and Verification of Performance, classify the M&V procedures into four categories: Options A, B, C and D. As shown in the table below, these options differ in their approach to the level of complexity of the M&V procedures. M&V Option A: Retrofit Isolation - Key Parameter Measurement Savings are

Measurement frequency ranges from shorterm to continuous, depending on the expected variations in the savings and the length of the reporting period. Hew Savings Are Calculated: Storterm or continuous measurements of uses of energy use. Storterm or continuous measurements of uses of energy use. Tryical Applications: No internet on other continuous measurements of use of energy use. Typical Applications: Tryical Applications: In the baseline period, this mean is in place for a week to useful control used on the electrical support to the order or adult pump flow. Measure electric power with a NW meter installed on the electrical support use at the whole facility or sub-facility level. MAX Option C. Whole Facility Savings are determined by measuring energy use at the whole facility or sub-facility level. Continuous measurements of the entire facility sensities. MAX Option C. Whole Facility Date facility or sub-facility level. Continuous measurements of the entire facility sensities. MAX Option C. Whole facility braseline and reporting period anti-tradition. Hew Savings And Calculated: Anaul measurement of the prime facility or sub-facility. Measure energy use with the gas and electric utility meters for a thevelon facility or end-facility. Simulation routines are demonstrated to adequately model actual energy performance energy use with the gas and electric utility meters for a thevelong facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy use with the gas and electric utility meters for a thevelong facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy use of th	*
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4 Application of a variable-speed drive and controls to a motor to adjust pump flow. Measure electric power with a KV meter installed on the electrical support to the motor, which reads the power every minute. In the baseline period, this meter is in place flor a week to verify constant loading. The meter is in place throughout the reporting period to traditions in power use. M&V Option C. Whole Facility Savings are determined by measuring energy use at the whole facility or sub-facility level. Continuous measurement of key parameters and other origing performance activities. How Savings are determined by measuring energy use at the whole facility or sub-facility level. Continuous measurement of key parameters and other origing performance activities. How Savings Are Calculated: Analysis of whole facility baseline and reporting period (utility) meter data. Rouline adjustments as required. Typical Applications: Multi-faceted energy management program affecting many systems in a facility. Measure energy use with the gas and electric utility meters for a twelve-month baseline period anthroughout the reporting period. M&V Option J. Calibrated Simulation. M&V Option J. Calibrated Simulation Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated simulation. How Savings Are Calculated: Short-term or continuous measurements of baseline and reporting-period energy use. Routine and non-volume adjustments as required. Typical Applications: Multi-faceted energy use. Routine and non-volume adjustments are required. M&V Option L. Calibrated Simulation. H	
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49 Clarify how project delays are handled. For example, failure to implement a viable project in a timely manner costs the institution in the form of lost savings, and corrected, we perform and corrected, we perform and corrected, we perform and corrective, we set to addresse and corrected, we perform and corrective, we anticipate completa concerted, we perform and corrective, we set to addresse and corrected, we perform and corrective, we set to addresse and corrected, we perform and corrective and corrective, we set to addresse and corrective, we set to addresse and corrective, we perform and corrective and corrective, we and corrective, we perform and corrective and corrective, we perform and corective and corrective, we perform and corective, we pe	
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 Multi-faceted energy management program affecting many systems in a facility but where no meter existed in the baseline period. Energy use measurements, after installation of gas and electric meters, are used to calibrate a simulation. Baseline energy use, determined using the calibrated simulation, is compared to a simulation of reporting period energy use. During the Investment Grade Audit phase, Honeywell will work with the Customer to determine which level of confidence and extensiveness they would like to have in their M&V Plan. As described above, as the Options go from A to D, the cost gets more expensive but the verified savings become more accurate. Clarify how project delays are handled. For example, failure to implement a viable project in a timely manner costs the institution in the form of lost savings, and can add cost to the project (e.g., construction interest, remobilization). Potential delays are common on construction projects. Honeywell enters project firsks, including schedule delays, into a risk register at the onset and regularly throughout the project duration. Each risk is assessed in detail and mitigation plans are formulated. For those delays that are beyond Honeywell's control, we seek to address and correct those delays as soon as possible. After the delay has been addressed and corrected, we perform a root cause analysis to evaluate how to avoid any similar delay or risk in the future. In many situations, we anticipate completing an ECM ahead of schedule, which results in savings that 	
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failure to implement a viable project in a timely manner costs the institution in the form of lost savings, and can add cost to the project (e.g., construction interest, re- mobilization).	
	*
Honeywell provides firm fixed pricing for our projects. If the delays are caused by Honeywell, there is no added cost to the project.	
50 Clarify how you handle a premature facility closure, loss of funding, or other major change. Honeywell prides itself on being nimble to handle unexpected situations during project delivery. In the event of a premature facility closure, loss of funding, or other major change, Honeywell would follow contractual obligations for any work that has already been performed, and work with the customer to determine the fate of any unused funds.	*
51 What is your approach to long-term preventative maintenance? On a typical project, Honeywell conducts owner training for each applicable ECM and piece of major equipment at the conclusion of the installation activities. The training is often led by a factory-trained service technician or factory representative and includes maintenance activities topics with the intention for the owner to provide their own long-term preventative maintenance. Supplemental to this training, Honeywell has the ability to include on-going preventative maintenance if allowed and desired by the customer.	*
52 Describe your capability to implement the following energy conservation measures (ECMs): a. Lighting a. Lighting a. Lighting between the following a. Lighting between the following a. Lighting between the following a. Lighting: Honeywell is an expert in enhancing energy efficiency by replacing fluorescent and incandescent lighting with LED technology. LED Lighting upgrades provide a quick and easy-to-measure reduction, offer immediate savings, and deliver a more productive work environment.	
 b. Water and sewage c. Simple heating, ventilating, and air-conditioning (HVAC) controls d. HVAC packaged system replacement, boilers, and chillers e. Building envelope systems f. Other (please explain) Honeywell develops comprehensive and cost-effective lighting upgrade programs based on the customer's needs. We will also evaluate the potential for additional lighting measures, such as a comprehensive lighting control system. For lighting typically controlled by wall switches and limited occupancy sensors, an intelligent lighting control system would optimize buildings' light levels through occupancy sensors, light-level sensors, and schedules. Occupancy sensors can interface with HVAC controls to reset temperatures during unoccupied times as well for even greater energy savings. 	- 1
b. Water and Sewage: Water and Sewer conservation efforts can provide valuable energy savings to any ESPC program, and conservation measures can help reduce costs and contribute savings to help offset capital expenses. Honeywell will evaluate ECM measures such as low flow sinks/toilets, leak detection and repair, drought resistant plants, irrigation management, and meter monitoring controls.	
c. Simple Heating, Ventilating, and Air-Conditioning (HVAC) Controls: Heating, Ventilation, & Air Conditioning (HVAC) systems provide environmental comfort to building occupants. HVAC systems heat	

and cool air to the appropriate temperature and introduce outside air to maintain air quality. Systems range from Unit Ventilators (UVs) to large central Air Handling Units (AHUs) serving multiple areas. Honeywell manufactures control products used in every type of HVAC system and has core competencies and controls expertise across diverse HVAC systems. For ECMs in this category, we analyze the operation of existing HVAC systems and identify opportunities to improve operational reliability and reduce energy costs. Our engineers have expert credentials (PE, CEM, LEED-AP) and understand building codes and standards (e.g. Uniform Building Code, Uniform Facility Guide, ASHRAE, LEED).

During project development, Honeywell will evaluate upgrades to the older inefficient HVAC systems to high-efficiency models, including VFDs to meet the demand requirements of the space being conditioned; improvements to the air distribution systems, such as energy recovery units to pre-cool incoming outdoor air; regulate humidity; and improve air quality. Additional upgrades provide opportunities for electrification, including geothermal heat pumps, packaged HVAC units; AHUs and associated ducted systems; fan coil units; and variable volume systems. Honeywell will evaluate opportunities to install dedicated outdoor air systems with heat recovery as a means of reducing energy associated with conditioning outside air. For selected spaces, treatment of recirculated air with carbon filter beds or other technology can reduce the volume of outside air required by increasing the effective air change rate.

d. HVAC packaged system replacement, boilers, and chillers: Chiller Plant Modernization ECM. Modernization of chiller plant(s) involves a multitude of options, and replacing or upgrading existing chillers and associated equipment can produce both energy and operational improvements. It includes converting plants to variable primary-only from traditional primarysecondary; replacing end-of-life equipment with new variable speed equipment; and ensuring instrumentation to measure temperatures, flows, energy produced and distributed, and energy consumption are all up to date. Replacing or upgrading existing chillers and associated equipment can produce both energy and operational improvements.

Honeywell will undertake a comprehensive evaluation of the condition and operation of the chiller plants. The elements of the evaluation will vary as a function of the chiller type, i.e., water vs. air cooled, centrifugal vs. screw or scroll, etc. Comprehensive evaluation starts with discussing operation and maintenance history with the operating personnel, sifting through available equipment design submittals and as-built drawings, walking/sketching the chiller plant layout, collecting spot checks of all equipment running, and taking screenshots of every screen in the automation system. Honeywell will ask operating personnel to gather hourly trend data for a list of points to be analyzed.

This process will provide an understanding of the application, operating requirements, and conditions to be used to formulate recommendations for repair, upgrade, or replacement. Elements to be considered include age, condition, piping arrangement (primary only, primary-secondary), load profile, operating hours, accessibility for repair or replacement, etc., with the goal of matching the equipment to the need. An analysis of all controls will be performed. For optimum performance, each component will be evaluated individually and as part of their contribution to the overall Chiller Plant assessment and will be included in the recommendations for each system as applicable.

Chiller Plant Optimization. Conventional chiller plant controls are based on a design day and do not consider many variables affecting overall chiller plant performance. Optimization considers all variables for improving overall chiller plant performance across the annual load profile. For each chiller plant, Honeywell will investigate the existing controls and the option to install a supervisory controller that is integrated with the existing automation system. The points available from the chiller controller and any VFDs serving pumps, fans, etc. will be mapped to a new supervisory controller that will command the automation system. This intelligent supervisor directs the operation of the supporting controllers and equipment to operate at specified parameters, such as chilled and condenser water pump speed, cooling tower pump speed, and set points for chilled water system differential pressure and condenser water supply temperature. The supervisory controller will provide real time chiller plant performance monitoring, trending, data rationalization, and alarms from hundreds of data points which are continuously trended.

Boiler Improvements:

The intent of ECMs in this category is to save energy and increase building heating comfort and effectiveness by retrofitting or replacing existing boilers or Domestic Hot Water (DHW) heaters. Boilers typically serve as the main heat source for a building. There are different types of boiler construction, including cast iron sectional, fire tube, water tube and condensing. Each type provides distinct advantages and disadvantages.

Honeywell's past projects for new and retrofit installations include new plant design, alternative fuel boiler plants, de-centralization, district heating systems and existing plant efficiency improvements. Our engineers have a clear understanding of critical water treatment issues and solutions, as well as air quality compliance and reporting requirements.

Electrification Natural Gas Fired Systems. Honeywell recommends conducting a thorough evaluation of the feasibility and cost-effectiveness of electrifying boilers or completely replacing them with cost effective measures, like heat pump technology. In many buildings, heating demand persists throughout the shoulder seasons due to the popular strategy of variable air volume (VAV) systems that use reheat coils as a means of providing personnel comfort. These systems are among the most energy intensive designs and should be replaced or upgraded whenever possible. The use of variable refrigerant flow (VRF) can accomplish the same result without the use of natural gas or fossil fuel burning equipment. Honeywell has extensive experience in implementing VRF systems as a replacement for VAV reheat systems, especially in administrative buildings, and this technology will continue to expand as calls for the elimination of fossil fuels continues.

Other various carbon-free energy technologies will be assessed to mitigate or eliminate carbon emissions at all installations. One viable option involves decentralizing chilled water plants and replacing natural gas-fired boilers with energy-efficient magnetic bearing centrifugal heat pump-style chillers. These chillers utilize heat rejection for facility heating, enhancing energy efficiency. Heat pump-style chillers provide the option to generate lower temperature heating water (around 120°F) for the reheat coils, allowing the gas-fired boilers to not operate during cooling season.

Honeywell proposes the integration of other carbon-free energy technologies, such as solar PV, hydrogen fuel cells, and heat pumps. This approach offers benefits such as economies of scale, flexibility, resilience, and reliability. Honeywell engineers will collaborate with on-site personnel to identify critical loads and liability issues, ensuring comprehensive analysis.

53	Describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, knowledge of particular retrofits, etc. Also describe any utility rebates or other financial incentives or grants can potentially provide and/or facilitate.	 e. Building Envelope improvements. The integrity of the building envelope is a critical factor in the energy performance of any building. Honeywell has the expertise to identify weaknesses in the building envelope such as: windows with poor thermal properties (single pane and/or poor structural frames); cracks in door frames, windows, or walls; damaged or poor performing roofs; and un-insulated attic and ceiling plenums. The rationale for this ECM is that the key to the performance of any building is an effective air barrier controlling the migration of unconditioned air from outside and uncontrolled loss of conditioned air. Honeywell will investigate air sealing and weatherization to prevent infiltration through cracks and holes. We will evaluate the condition of windows, single-glazed windows, unused wall and roof penetrations, gaps in roof/wall joints, roof insulation, and wall insulation. Honeywell will provide a comprehensive survey of the building's included in the scope, identifying the deficient areas. Energy savings for this measure are realized in the building's HVAC equipment. The cost benefits and financial advantages of contracting with Honeywell are estimated to reduce the Total Contract Value (TCV) of the final project by as much as 28%, without compromising quality. Some of the strategies and methodologies embedded into the Honeywell ESPC development and delivery process to reduce the TCV generally are: The use of innovation-driven and continuous improvement processes that streamline project development, delivery, operations, and support. Honeywell project developers, project managers, and construction managers follow strict processes and schedules to avoid/eliminate costs associated with delays. Honeywell's size and credit rating are used to secure the lowest interest rate for financing, best supplic pring, and subcontractor volume discourts. Honeywell's size and credit rating are used to secure the lowest interest rate for financing, best suppriorin
		and service their systems. This freedom of choice prevents being locked into doing business with one BAS/Controls company for 20+ years. The many distributors and Systems Integrators are independently owned and operated, giving Sourcewell maximum flexibility and lowest cost of operation for ESPC projects. Additional Funding Resources, Including Grants, Rebates, And Incentives Rebates, grants, and incentives provide direct funding to project scope and decrease total contract value. Honeywell historically looks for rebates and grants for all projects. As a Sourcewell partner, Honeywell will pursue grants, rebates, and incentives to reduce contract values and reduce the amount borrowed and financed. Honeywell applies rebates and incentives to the amount to be financed, helping to reduce interest costs and the total contract value. Below are examples of where Honeywell secured rebates associated with ESPCs. • GSA Detroit ESPC ENABLE Project, AFFECT Grant- \$230,419 • NARA - \$673,553 • FRC White Oak - \$50,000 • Federal Aviation Administration (FAA) AFFECT Grant for Solar PV - \$500,000 • Tinker Air Force Base - \$2,321,360 • Low Carbon Economy Fund worth \$8.7M • MICs Group of Health Services: Investing in Canada Infrastructure Program – Resilience Stream worth \$2M • Confederation College: Greenhouse Gas Reduction Program worth \$5.8M • Smart Renewables Electrification Pathways Program worth \$2.3M
54	Who receives funds if there are excess savings?	Municipalities GHG Pathways Feasibility Study Grant worth \$200,000; FCM Community Buildings Retrofit Capital Grant worth \$2,251,918 and a low interest project loan • Town of Gander: Investing in Canada Infrastructure – Green Infrastructure Stream worth \$3.3M; Climate Change Challenge Fund worth \$2.7M • Town of Grand Falls Windsor: Climate Change Challenge Fund worth \$1.3M • Bombardier: EcoPerformance Grant worth \$1M Savings in excess of the program belong solely to the Customer. We emphasize that Honeywell does not advocate a shared savings program. Shared savings programs have had negative financial impacts on customers in the past and conflict with Honeywell's 100% customer satisfaction goals.

55	agreements aggregating one or more agencies within	Yes, we are willing to aggregate multiple facilities across multiple locations within one performance agreement, including school districts. Honeywell is an experienced and proven ESCO with a large
		portfolio of experience working with the same building types, including government office facilities, school districts, public use facilities, courthouses, parking structures, and historic sites. As an example, the
	multiple locations within one performance agreement	Miami-Dade County Internal Services Department ESPC included six buildings in the city: offices,
		courthouses, and laboratory spaces.
	smaller agencies (school districts, etc.) across multiple	Additionally, Honeywell has decades of experience managing projects with multiple locations across a
	facilities through an aggregated performance	large geographic area and multiple buildings across campuses. For example, Honeywell's ESPC project
	agreement?).	in the City of Palm Bay included 35 buildings across the city.
		Additionally, Honeywell has decades of experience managing projects with multiple locations across a
		large geographic area and multiple buildings across campuses. For example, Honeywell's ESPC project
		in the City of Palm Bay included 35 buildings across the city.

Table 6: Proposer Qualifications: Depth and Breadth of Solutions Offered

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

Line Item	Category or Type	Solution	Offered *	Comments	
56	Technical Energy Audit and Project Proposal Phase		i e Yes ⊂ No	N/A	
57		Development of a contract for the Technical Energy Audit with the selected Contractor.	<pre></pre>	N/A	*
58		Conducting an investment-grade audit to identify and evaluate cost- saving measures.	i Yes C No	N/A	*
59		Defining the proposed project scope, cost, savings, and cash- flow over the proposed financing term.	ଜ Yes ୦ No	N/A	*
60		Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.	ତ Yes ୦ No	N/A	*
61	Implementation/Commissioning and Financing Phase			N/A	
62		Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.	୍ତ Yes ୦ No	N/A	*
63		Provision for implementation and follow-up services to be provided during the financing term.	© Yes ⊂ No	N/A	*
64		Development of a separate financing agreement.	© Yes ⊂ No	N/A	*
65	Post-implementation Guarantee/Monitoring Phase		© Yes ⊂ No	N/A	
66		Provision of a variety of services by the Contractor after implementation to ensure savings are met.	ି Yes ୦ No	N/A	*
67		Offering a savings guarantee.		N/A	*
68		Providing staff training.	© Yes ⊂ No	N/A	*
69		Conducting follow-up monitoring.	ତ Yes ୦ No	N/A	*
70		Maintenance of the contract through various support services.	© Yes ⊂ No	N/A	*

Table 7: Pricing

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
71	performance contracting project.	Honeywell will use the attached Pricing PDF structure to develop firm fixed pricing for Energy Savings Performance Contract projects. The pricing structure applies to comprehensive ESPC projects greater and less than \$5 million in value. The percentage of mark-up values in the attached Pricing PDF are negotiable at the customer's request on a project-by- project basis and may be impacted (downward) by factors such as potential economies of scale for larger projects. Please refer to the attached Pricing PDF under "Pricing."	
72	Describe and upload pricing for investment grade audit (IGA) services.	The pricing for IGA services are provided in the attached Pricing PDF.	*
73	In the case where you cannot identify project(s) that meet the agency's pre-established financial guidelines, is there a cost to the agency for the audit?	Yes, please see the attached Terms and Conditions document under "Upload Additional Document."	*
74		Please see the attached Standard Energy Contract under "Standard Transaction Document Samples."	*

Table 8: Pricing: Payment Terms and Financing Options

Line Item	Question	Response *	
75	Describe your payment terms and accepted payment methods.	 Tax exempt lease purchase. Low interest loans Bonds Contingent Payment Agreement 	*
		To obtain third-party, low-cost financing on an ongoing basis, Honeywell offers financing capabilities through Honeywell Global Finance (HGF), our dedicated financing team. HGF has supported Honeywell Federal ESPC and Utility Energy Service Contract (UESC) projects since the mid-1990s and maintains relationships with multiple financing partners to quickly obtain competitive financing options. Major project financies are willing and eager to finance transactions for Honeywell because of our extensive experience and strong credit rating.	*
		Honeywell has attached a copy of our general Terms & Conditions and sample agreement.	*

Table 9: Pricing: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	 Once contract is executed the Honeywell Operations team will create the following auditing mechanisms to track compliance with Sourcewell Contract requirements Marketing generated campaign identifier (Sourcewell Partner) will allow Honeywell operations to identify Sourcewell Cooperative projects and account within the CRM, SAP, and other internal processing applications. The identifier will provide a system audit trail that will allow us to automatically coordinate the correct processes, pricing, and reporting to remain complaint through the customer purchasing process. Additionally, 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	
79	If you are awarded a agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The first example, and most important, metric to determine the success of the energy efficiency project is if the project is saving the Customer the money that Honeywell stated that it would. Typically, as with all ESPC projects, utility savings are lumped sum together and thus specific utility units are guaranteed; only the monetary savings. An example would be if the natural gas monetary savings were less than expected and the electrical monetary savings exceeds that amount, the project would still be considered a success as the Customer is achieving their guaranteed monetary amount. The second example metric tracked is the unit savings. All ESPC projects with Honeywell have engineering calculations that state what the specific Energy Conservation Measures (ECMs) should be achieving. Therefore, if it is determined that the unit savings are not where they were predicted to be, then specific ECMs can be investigated. However, if the tracked unit savings are at or above predicted levels, then the project is considered a success. The last example metric tracked would be HVAC settings of space(s) affected by the project. Part of ESPC project is to educate the Customer on the project and to educate all affected parties. Should it be determined that this metric have changed post-project, then a cause for the change is investigated. However, should this metric remain the same post-project, then the educational aspect of the project scan have additional agreed to metrics that can be tracked for success. Honeywell acknowledges that each project is different, so each project can have metrics that should be considered for the Customer to have a successful project.	*
80	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Honeywell will provide Sourcewell with an Administrative Fee ("AF") of Two Percent (2%) in the event of an 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 forty-five (45) days from the end of the quarter.	*

Table 10: Supplemental Factors

Line Item	Question	Response *	
81	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	For over 100 years, Building Automation has been an industry leader in providing integrated security solutions for the education sector Honeywell has an extensive customer base that can benefit from Sourcewell Procurement program. 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 U.S. and Canada. Phase 1 will focus on contacting educational institution with 5,000 or more students within the first 120 days of contract award. Phase 2 will focus on contacting educational institutions with under 5,000 students.	*
82	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. Contract 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. 	*
83	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreements 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.	*

84	Are your Solutions available through an e- procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	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.	*
85	Describe any training programs related to this proposal such as OSHA training, safety training, electrical safety, etc. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Honeywell ensures its employees have the required training to perform the applicable tasks and requires its subcontractors to comply with all applicable safety regulations. However, Honeywell does not provide safety training to entities outside of Honeywell.	*
86	Describe any technological advances that your proposed Solutions offer.	 Honeywell Forge Honeywell Forge Connect - www.honeywell.com - Commercial buildings require dozens of independent systems to operate, which creates complexity, prevents valuable performance reporting and analysis, and makes remote management impossible. This hinders business optimization—especially across a portfolio of buildings—by limiting strategic decision making and forcing business leaders to manage operations in silos around their organization. A SINGULAR VIEW OF OPERATIONAL PERFORMANCE Honeywell Forge Connect is a breakthrough connectivity service that leverages advanced Machine Learning models to quickly unlock building performance data and unify that data across a portfolio. With this secured cloud connection between systems and buildings, enterprise leaders can visualize and compare operational KPIs to improve their strategic investments by applying artificial intelligence and autonomous control solutions through applications that optimize and centralize portfolio performance. 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 portfoliom—without in relative, optimize processes through advanced analytics and artificial intelligence and futureproof their infrastructure with a secured, open and extensible connectivity strategy. Honeywell Forge Cybersecurity pretormance at a single site or across multiple sites by increasing evolving threats. Honeywell Forge for Cybersecurity improves cybersecurity performance-at a single site or across multiple sites by increasing visibility into vulnerabiliti	*
87	Please describe which memberships/certifications your company may have relevant to this RFP: -National Association of Energy Service Companies (NAESCO) -Department of Energy (DOE) qualified list of energy service companies (ESCOs) -Other (list) Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	 Honeywell is an active member of the National Association of Energy Service Companies (NAESCO), the country's premier energy services trade organization. We have also been designated as a pre-qualified ESCO and a Super ESCO by the U.S. Departments of Energy and Defense (DOE and DOD). Our accreditations demonstrate our long-term commitment to maximizing client value and our mutual goal of integrating the latest in technology and management best practices. Additionally, Honeywell is an active member of the Energy Services Coalition, American Water Works Association, and U.S. Green Building Council. We have LEED Accredited professionals assigned to our projects, and we are a featured partner of the International Well Building Institute. The Honeywell Team is comprised of more than 95,000 professionals, including certified Project Management Professionals (PMPs), licensed professional engineers (PEs), and Certified Energy Managers (CEMs) that make up the Honeywell Energy Services Group. This group comprises of more than 120 personnel, including certified Project Management Professionals and licensed professional engineers, and is responsible for all ESPC project and proposal development with an average experience of 20 years within the industry. We are proud of the environmental improvements we have achieved to date and strive to continue our commitment to making our business more sustainable through the following goals: Achieve five-year '10-10-10' target by 2024: Reduce global Scope 1 and Scope 2 GHG emissions o intensity by an additional 10% from 2018 levels Deploy at least 10 renewable energy opportunities Achieve certification to ISO's 50001 Energy Management Standard at 10 facilities Reduce U.S. Scope 1 and Scope 2 GHG emissions by 50% by 2030 from a 2018 base year as a member of the U.S. Department of Energy Better Climate Challenge Be carbon neutral in our facilities and operations1 by 2035<!--</td--><td>*</td>	*
		 Validated by the Science Based Targets initiative (SBTi), Honeywell committed to: Reduce absolute Scope 1 and 2 GHG emissions 50% by 2037 from a 2019 base year. Reduce absolute Scope 3 GHG emissions 23% within the same timeframe. Each of our strategic business groups is required to establish internal goals for year-over-year improvements in GHG emissions, energy efficiency, hazardous waste reduction intensity, and non-hazardous waste diversion rates. Progress on our goals is monitored by the Corporate Energy & Sustainability Team (CEST), reported quarterly to Honeywell's CEO, and is reviewed at least annually with the Board's Corporate Governance and Responsibility Committee 	

8	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	 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 Am L 	*
0	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 has a preferred subcontractor program which has an emphasis on small, minority, and women owned businesses. Having a pool of qualified small, minority, and women-owned requirements for public and private projects with specific requirements as well.	*
1	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 source capability to manage multiple-technology project implementations is second to none in the industry.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing Pricing Honeywell.pdf Tuesday July 16, 2024 11:57:18
- Financial Strength and Stability Financial Strength and Stability-2023 Audited Financial Statements Honeywell.pdf Tuesday July 16, 2024 11:52:52
- Marketing Plan/Samples Marketing Plan Sourcewell & Honeywell.pdf Tuesday July 16, 2024 11:53:28
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples Standard Transaction Document Samples Honeywell ESPC Sample Contract.pdf Tuesday July 16, 2024 11:54:24
- Requested Exceptions Requested Exceptions Honeywell.docx Tuesday July 16, 2024 11:55:10
- Upload Additional Document Terms & Conditions 2024 Honeywell.docx Tuesday July 16, 2024 11:56:32

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

3. The Proposer certifies that:

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf;</u>

Included on the government-wide exclusions lists in the United States System for Award Management found at: <u>https://sam.gov/SAM/;</u> or Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes @ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_071624_Energy_Savings_Performance_Contracting Mon July 8 2024 03:50 PM		-
Addendum_6_RFP_071624_Energy_Savings Fri July 5 2024 02:55 PM	1 V	-
Addendum_5_RFP_071624_Energy_Savings_Performance_Contracting Wed July 3 2024 09:12 AM	M	1
Addendum_4_RFP_071624_Energy_Savings_Performance_Contracting Mon July 1 2024 02:50 PM	N.	1
Addendum_3_RFP_071624_Energy_Savings_Performance_Contracting Thu June 13 2024 02:02 PM	1. In the second	1
Addendum_2_RFP_071624_Energy_Savings_Performance_Contracting Wed June 5 2024 09:38 AM		1
Addendum_1_RFP_071624_Energy_Savings_Performance_Contracting Tue June 4 2024 11:55 AM		1