

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

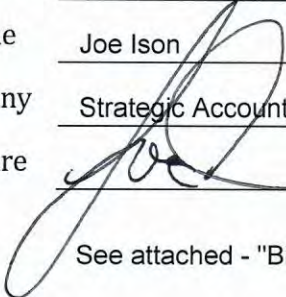
- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer
- ◆ References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector

- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
 - Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
 - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
 - Customer Service
 - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
 - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
 - Green initiative(s) (e.g.; philosophy, certificates, awards)
 - Quality and breadth of value add(s)
 - Other factors relevant to this section as submitted by the proposer

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Carrier Corporation (Carrier Global Corporation)
Address	13995 Pasteur Blvd
City/State/Zip	Palm Beach Gardens, FL 33418
Telephone No.	561-365-2000
Fax No.	860-998-2752
Email address	joseph.e.ison@carrier.com
Printed name	Joe Ison
Position with company	Strategic Accounts Manager
Authorized signature	

See attached - "Bid Exceptions" document



NCPA RFP for

HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services

RFP 32-21

Bid Exceptions

Bid Clarifications, Exceptions and/or Deviations to the NCPA Master Agreement General Terms and Conditions

Carrier's agreement to indemnify, defend and hold harmless is limited to third party claims due to personal injury or property damage to the proportionate extent caused by the negligent acts or omissions of Carrier, its employees, agents and subcontractors only.

Certificates of insurance notifications will be per policy provisions.

No government procurement regulations, such as Buy American, FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier prior to order, on an order by order basis.

Under no circumstances shall Carrier be liable for any indirect, incidental, special, exemplary, punitive, liquidated, or consequential damages, including without limitation loss of profit, loss of revenue, loss of use of equipment or facilities, or economic damages, whether based on strict liability, negligence or any other cause or action. Carrier's maximum liability for any reason (except for personal injuries or property damage) shall consist of the refunding of all moneys paid to Carrier under the relevant order.

Thank You

Joe Ison

Strategic Accounts Manager

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance ("NCPA") and Carrier Corporation ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021 referenced as Contract Number 02-123, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public

Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

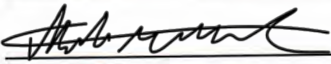
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 

Date: December 13, 2021

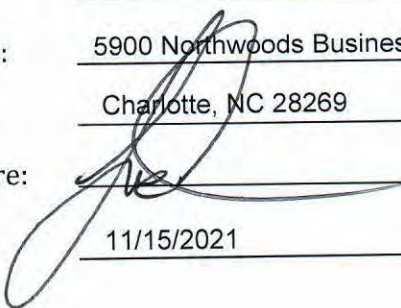
Vendor:

Carrier Corporation

Name: Joe Ison

Title: Strategic Accounts Manager

Address: 5900 Northwoods Business Pkwy, Ste. H
Charlotte, NC 28269

Signature: 

Date: 11/15/2021

NCPA Registered Vendor Quotation Number

RFP responders may with the participating members agreement utilize NCPA's quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is <http://www.ncpa.us/Facilities/Register>)

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

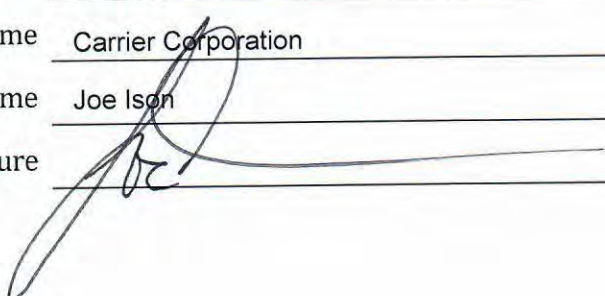
This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date 11/15/2021

RFP Number 32-21

Company Name Carrier Corporation

Printed Name Joe Ison

Signature 

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Marina Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Palm Beach Gardens, State of FL

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☒

A publically held corporation; therefore, this reporting requirement is not applicable.

☐

Is not owned or operated by anyone who has been convicted of a felony.

☐

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☒

Manufacturer Direct

☐

Certified education/government reseller

☐

Authorized Distributor

☐

Manufacturer marketing through reseller

☐

Value-added reseller

☒

Other: all services are factory direct, equipment is both direct and Authorized Distributor dependant on location.

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Alex Relf

Title: Contracts Manager

Company: Carrier Corporation

Address: 5900 Northwoods Business Parkway, Ste. H.

City: Charlotte

State: NC

Zip: 28269

Phone: 704-521-6443

Email: Alex.L.Relf@carrier.com

▪ Purchase Orders

Contact Person: Joe Ison
Title: Strategic Accounts Manager
Company: Carrier Corporation
Address: 5900 Northwoods Business Parkway, Ste. H.
City: Charlotte State: NC Zip: 28269
Phone: 501-529-9688 Email: joseph.e.ison@carrier.com

▪ Sales and Marketing

Contact Person: Joe Ison
Title: Strategic Accounts Manager
Company: Carrier Corporation
Address: 5900 Northwoods Business Parkway
City: Charlotte State: NC Zip: 28269
Phone: 501-529-9688 Email: joseph.e.ison@carrier.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☒ No

GENERAL

- | | |
|-------------------------------------|--|
| 1. General Information | See attached, Carrier Corp General Information |
| 2. Carrier History | https://www.carrier.com/commercial/en/us/about/ |
| 3. DUNS # | 00-131-7072 |
| 4. Corporate location | See attached, Carrier Corp General Information |
| 5. Number of employees, etc. | See attached Carrier Commerical Service Overview |
| 6. Locations | see attached, CCS Branch Locations |
| 7. Responsible Persons | Joe Ison, Strategic Accounts Manager will be the single point of contact at this time. |
| 8. Standard Payment Terms | Carrier's standard terms are Net30, we accept checks, credit cards & wire transfers |
| 9. Competition | Carrier's main competition is Johnson Controls/York, Trane and Daikin. |
| 10. Overall annual sales | https://ir.carrier.com/financials/annual-reports-and-proxy-statements |
| 11. Overall public sector sales | Specific vertical market sales information is Company Private & not for public release |
| 12. Public sector strategies | Specific vertical market strategy informaiton is Compnay Private & not for public release |
| 13. Differiatiates from competitors | See attached Carrier Commerical Service Overview |
| 14. Quality Control | See attached Carrier Quality Assurance |
| | In the normal course of business, the company may become involved in various lawsuits and other disputes. |
| | Carrier Corporation, strives to act responsibly in all circumstances. For further information, see the documents that Carrier Global Corporation has filed with the U.S. Securities and Exchange Commission, including the company's most recent 10-Q. |
| 15. Litigation | Carrier Service helps reduce/control customer costs by keeping HVAC equipment in the best possible running condition by performing timely recommended maintenance and replacment of aging equipment with modern energy efficient products. |
| 16. Cost reduction | |

PRODUCTS

- | | |
|---------------------------------|---|
| 17. Company reputation | Carrier enjoys being the inventor of modern air conditioning and has remained a market leader in many areas of HVAC throughout the world. |
| | Carrier Rentals division can normally provide any level of temporary HVAC to anywhere in the contenetial US within 24 hours. |
| 18. Providing temporary cooling | All required equipment documentation can be downloaded from Carrier.com |
| 19. Equipment support documents | PO's can be received by fax, email, standard mail or parcel service (FedEx, UPS, etc.) |
| 20. PO Receiving process | |
| 21. Shipping notifications | All project notifications (shipping, project timeline, etc) are handled by the local Carrier offices |

22. Shipping delay notification

Equipment shipping delays are sent out by the Carrier factory where the equipment is being manufactured & passed down to the local sales office for direct customer contact. Carrier tries to ensure there is as much notification lead time as possible to prevent project issues.

23. Shipping schedule form

All Carrier shipping scheduling is on internal software, we don't exercise a "scheduling form" per se. Once a piece of equipment ships from the factory it is tracked via the shipping company and the receiving Carrier sales office.

24. Product stock

Stock varies greatly from location to location, parts are generally available within 24 hours in North America, some equipment is kept in stock for quick shipment/emergency replacements. Larger equipment such as water cooled chillers or custom air handling equipment are all custom built to order & not stocked.

25. Percentage of on time delivery

Information not available at this time.

26. Direct order system

Carrier has very limited direct order systems in place - generally only for a limited number of residential style products.

27. UL Listing

UL listing standards are met by all Carrier equipment available in the US.

28. Defective product

Carrier handles defective product through our warranty process

29. Emergency/Rush orders

Carrier makes every effort to meet customer scheduling/emergency requests - if equipment/parts are not available, Carrier Rentals is our next step to keep a customer in normal operation.

30. Quality guarantee

Carrier works through any quality issues via the warranty process.

31. Quality monitoring

Carrier factories maintain a vigorous quality control process - more information can be provided upon specific request.

32. Extended warranties

Carrier offers from one year to 10 year combination of parts and labor warranties - these are equipment type specific.

33. Customer warranty examples

Specific customer information is Company Private.

34. Standard warranty on BAS

Carrier i-Vu BAS products carry a two year warranty from factory shipment.

35. Standard warranty on parts

Carrier replacement parts carry a one year warranty from installation

36. Warranty tracking

Carrier tracks warranty & all other repairs via our operational software.

37. Pricing consistency

Carrier will maintain published pricing throughout this contract coverage.

SERVICES

38. Customer Service Dept.

39. After hours

Carrier Service maintains technicians on call 24/7 - standard response time is 4 hours from the initial call. Carrier Service maintains a level of technicians with the sole mission of taking care of customer service calls in a timely and professional manner, any problems that arise are taken care of at the performing branch level. This keeps the customer and service provider as close as possible.

40. Completing service calls

Carrier randomly polls the customer base for opinions on our service performance - any degradations are handled within 48 hours at the performing branch level.

41. Quality programs

42. Standard PM scope	Every type of equipment PM is different, it would be impossible to list them all here - we can supply any specific tasking upon request.
43. Dollar volume nationally	https://ir.carrier.com/financials/annual-reports-and-proxy-statements
44. Describe Call Center	Carrier's call center is manned 24/7, it handles overflow during normal business hours and manages our on-call services after hours.
45. 800 numbers & hour access	Carrier's call center is manned 24/7, it handles overflow during normal business hours and manages our on-call services after hours. It manages all US locations.
46. Emergency escalation	If the on-call technician is not reached, the Carrier Service branch management is contacted next, the final step is a call to the National Service Operations Center for assistance.
47. Service call steps	Specific company procedures are Company Private
48. Technology for tracking	Carrier utilizes GPS technology for tracking of service projects
49. Service reputation	Carrier technicians maintain a very professional reputation in the marketplace - all technicians are union, factory trained on Carrier equipment.
50. PM Costs over the year	Specific company procedures are Company Private
51. PO Process to providing services	Specific company procedures are Company Private
52. HVAC BAS monitoring	Carrier doesn't typically remotely monitor an installed customer BAS system. We do generally have remote access so that a service call can be responded to remotely/timely. If the issue can be resolved remotely it is, if not a technician is dispatched to the customer location for resolution of the problem.
53. Number of sites currently monitored	Specific customer information is Company Private.
54. Company BAS capabilities	Carrier is capable of designing, engineering, installing, programming, servicing and repairing i-Vu BAS systems.
55. List reporting capabilities of BAS	Carrier does not typically service other brands of BAS systems due to proprietary issues.
56. BAS work in-house	i-Vu alarm reporting can be via control monitor, web access, email or texting
57. BAS trouble shooting process	Carrier control technicians performs BAS work in-house, generally the physical "wire pulling" is done via an electrical subcontractor - all other tasks are by Carrier control technicians.
58. Startup & check out procedures	See item 52. If no remote access the problem is automatically a service call.
59. Post installation warranty support	Every type of equipment startup is unique, we can provide the tasking for any individual piece of HVAC equipment upon request.
60. Steps for system analysis	All warranty issues/repairs are managed by the local Carrier Service office.
61. Company systems architecture	Need clarification on the questions - analyzing what?
62. Company billing timeframe to gov't	Company systems information is Company Private.
63. Qualified service centers	Carrier utilizes S4 as a financial management tool - all billing is handled in a timely manner.
64. Warranty coverage dependency	All Carrier Service offices are company owned & managed - there are no 3rd party service resellers.
65. Who performs startup	All applied equipment requires a factory start up for warranty, others are not dependent on factory start for warranty, but it is recommended.
66. Total revenue from HVAC retrofits	If it is a Carrier requirement or Carrier managed project, Carrier Service technicians perform the starts.
	https://ir.carrier.com/financials/annual-reports-and-proxy-statements

- 67. Other services provided
- 68. Planned unit replacement program
- 69. Project scheduling tools

Carrier can and does act as the Prime Contractor in many cases - we can provide any required specialty subcontractor needed to perform the project.

Every program is unique - Carrier can provide a report for a specific scenario upon request.

Carrier Project Managers generally use MS Project or similar for project timeline tracking.

If the project is a direct replacement, then a unit with like specifications is selected. If there is a change in specification then we engage our engineering partner or request that the customer provide the specifications on the new unit(s).

- 70. Equipment selections

Carrier does not engage in site development, any required HVAC permits are acquired by the local Carrier Service office.

- 71. Site development & permitting

- 72. Design-build quality control

Carrier does not typically engage in "design-build" projects.

Carrier does not typically engage in this style of project as lead - our subsidiary NORESKO performs these types of projects.

- 73. Design approach turnkey/energy project

- 74. Construction management plan

Carrier is not a Construction Management company - outside of our typical scope

- 75. Standard installation warranty

Service repairs, 90 day labor warranty. Installation project, one year labor warranty.

- 76. Standard energy retrofit warranty

Not Applicable

- 77. Warranty if financing

Carrier Corporation does not finance projects at this time.

- 78. Quality guarantee on service

Carrier maintains a 90 day warranty on performed services labor

- 79. Pricing consistency

Carrier will maintain published pricing throughout this contract coverage.

SAFETY

- 80. Repair work safety program
- 81. Construction work safety program
- 82. Lost hours/safety record
- 83. Safety reporting mechanism

See attached Carrier EHS Program

See attached Carrier EHS Program

See attached Carrier 2020 OSHA log

Carrier Safety reports through WorkSafeBC.com

MARKETING/SALES

- 84. Detail plans

All company strategic sales plans are Company Private. All activities will be closely coordinated with NCPA representatives upon award of contract.

- 85. Benefits of contract

Carrier sales reps are generally well educated on the general benefits of cooperative purchasing, we will directly engage our sales team with NCPA personnel for specifics of the NCPA benefits.

- 86. Marketing activities

All company strategic sales plans are Company Private. All activities will be closely coordinated with NCPA representatives upon award of contract.

- 87. 90 day plan

All company strategic sales plans are Company Private. All activities will be closely coordinated with NCPA representatives upon award of contract.

- 88. Training

Training will be held on the regional level with the direct involvement of Carrier Strategic Accounts and NCPA representatives.

- 89. Company logos

Carrier company logos will be provided for Region 14 ESC useage on marketing materials

90. Three years revenue projections

Specific financial information is Company Private

ADMINISTRATION

91. Successes with existing co-ops

Specific financial/strategic information is company private.

92. Monthly reporting

Carrier can provide monthly/quarterly reporting as requested.

93. Management/billing/reports

Carrier can provide consolidated billing - question need clarification.

94. Suggested improvements

95. Green initiatives

See Carrier.com for updated global Green Initiatives

96. Certifications

Carrier will provide any required certifications/licences as needed for any given project.

Branch	Business name	Address line 1	City	State	Zip	Phone#
Birmingham	Carrier Commercial Service	238 Cahaba Valley Parkway	Pelham	AL	35124	(205) 987-3831
Jonesboro	Carrier Commercial Service	5409 Highway 18 East	Jonesboro	AR	72401	(501) 945-6000
Little Rock	Carrier Commercial Service	715 E. Roosevelt	Little Rock	AR	72206	(501) 663-5676
Tontitown	Carrier Commercial Service	372 Agnes St.	Tontitown	AR	72762	(479) 756-4550
Tucson	Carrier Commercial Service	3781 North Highway Drive	Tucson	AZ	85705	(520) 624-2966
Phoenix	Carrier Commercial Service	3802 East University Drive	Phoenix	AZ	85034	(602) 470-2040
Sacramento	Carrier Commercial Service	1170 W. National Dr.	Sacramento	CA	95834	(916) 928-9500
SD	Carrier Commercial Service	5450 Complex Road St	San Diego	CA	92123	(714) 985-5200
SF	Carrier Commercial Service	600 McCormick St	San Leandro	CA	94577	(510) 347-2000
LA	Carrier Commercial Service	2478 Peck Rd	City of Industry	CA	90601	(714) 985-5200
Denver	Carrier Commercial Service	8100 South Akron Street	Centennial	CO	80112	(303) 796-0799
Wallingford	Carrier Commercial Service	23 Village Lane	Wallingford	CT	06492	(860) 632-1918
Wilmington	Carrier Commercial Service	276 Quigley Boulevard	New Castle	DE	19720	(302) 322-8870
Tampa	Carrier Commercial Service	3901 Coconut Palm Dr	Tampa	FL	33619	(800) 379-6484
Jacksonville	Carrier Commercial Service	9143 Philips Highway	Jacksonville	FL	32256	(904) 256-3100
Ft. Lauderdale	Carrier Commercial Service	5440 NW 33rd Ave	Ft Lauderdale	FL	33309	(954) 247-2096
Orlando	Carrier Commercial Service	7305 Greenbriar Pkwy	Orlando	FL	32819	(407) 521-2218
Altanta	Carrier Commercial Service	1800 Sandy Plains Industrial Parkway Northeast	Marietta	GA	30066	(800) 379-6484
Honolulu	Carrier Commercial Service	94-496 Uke'e Street # 301	Waipahu	HI	96797	(808) 487-5543
Boise	Carrier Commercial Service	3905 Summit Lane	Nampa	ID	83687	(208) 375-5710
Chicago	Carrier Commercial Service	7501 S. Quincy Street	Willowbrook	IL	60527	(630) 516-3261
Peoria	Carrier Commercial Service	1601 W Detweiller Drive	Peoria	IL	61615	(309) 692-5151
Indy	Carrier Commercial Service	7310 W. Morris Street	Indianapolis	IN	46231	(317) 821-3000
KC	Carrier Commercial Service	8025 Flint St	Lenexa	KS	66214	(913) 307-1785
Louisville	Carrier Commercial Service	11501 Plantside Drive	Louisville	KY	40299	(502) 267-7636
New Orleans	Carrier Commercial Service	100 Alpha Drive	Destrehan	LA	70047	
Shreveport	Carrier Commercial Service	1520 North Hearne Avenue	Shreveport	LA	71107	(318) 222-8310
Boston	Carrier Commercial Service	95 Shawmut Rd	Canton	MA	02021	(781) 774-6350
Baltimore	Carrier Commercial Service	3701 Commerce Drive	Baltimore	MD	21227	(410) 298-2400
Detroit	Carrier Commercial Service	40120 Grand River Ave	Novi	MI	48375	(313) 570-7315
Grand Rapids	Carrier Commercial Service	400 76th Street	Byron Center	MI	49315	(877) 866-1133
Minneapolis	Carrier Commercial Service	953 Westgate Drive	St. Paul	MN	55114	(952) 933-5300
St. Louis	Carrier Commercial Service	4669 Crossroads Industrial Drive	Bridgeton	MO	63044	(314) 739-8721
Raleigh	Carrier Commercial Service	200 Perimeter Park Drive	Morrisville	NC	27560	(919) 250-6900

CLT	Carrier Commercial Service	5900-B Northwoods Business Parkway	Charlotte	NC	28269	(800) 379-6484
Omaha	Carrier Commercial Service	13502 L Street	Omaha	NE	68117	(501) 945-6000
Jamesburg	Carrier Commercial Service	1085 Cranbury South River Road	Jamesburg	NJ	08810	(609) 655-3400
Clifton	Carrier Commercial Service	100 Delawanna Ave	Clifton	NJ	07014	(877) 866-1137
Albuquerque	Carrier Commercial Service	9012 Washington N.E.	Albuquerque	NM	87113	(505) 345-5331
Vegas	Carrier Commercial Service	5565 S. Decatur Blvd.	Las Vegas	NV	89118	(702) 368-4338
Buffalo	Carrier Commercial Service	80 Earhart Dr	Williamsville	NY	14221	(716) 823-2200
Binghamton	Carrier Commercial Service	15 Charles St	Binghamton	NY	13905	(877) 866-1137
Westchester	Carrier Commercial Service	301 Fields Lane	Brewster	NY	10509	(845) 276-2950
Syracuse	Carrier Commercial Service	6304 Thompson Road	East Syracuse	NY	13057	(877) 866-1137
NYC	Carrier Commercial Service	1350 Broadway	New York	NY	10018	(917) 339-9560
Albany	Carrier Commercial Service	5 Hemlock Street	Latham	NY	12110	(518) 220-2044
Farmingdale	Carrier Commercial Service	500 Bi-County Blvd	Farmingdale	NY	11735	(631) 501-5740
Rochester	Carrier Commercial Service	5 Warway Circle	Rochester	NY	14624	(877) 866-1137
Dayton	Carrier Commercial Service	5618 Poe Ave	Dayton	OH	45414	(937) 275-0645
Toledo	Carrier Commercial Service	5960 Angola Road	Toledo	OH	43615	(877) 866-1133
Cleveland	Carrier Commercial Service	9800 Rockside Rd	Valley View	OH	44125	(216) 663-8900
Cincy	Carrier Commercial Service	9910 Windisch Road	West Chester Township	OH	45069	(513) 759-1500
Columbus	Carrier Commercial Service	752 Brooksedge Plaza Drive	Westerville	OH	43081	(614) 781-3880
OKC	Carrier Commercial Service	6101 West Reno Avenue Suite 550A	Oklahoma City	OK	73127	(405) 792-7174
Tulsa	Carrier Commercial Service	5119 South 110 E Ave	Tulsa	OK	74146	(918) 664-4233
Portland	Carrier Commercial Service	7841 SW Cirrus Drive	Beaverton	OR	97008	(503) 641-5540
Pitt	Carrier Commercial Service	1011 Alcon Street	Pittsburgh	PA	15220	(412) 221-6021
Philly	Carrier Commercial Service	4110 Butler Pike	Plymouth Meeting	PA	19462	(610) 834-1717
Columbia	Carrier Commercial Service	560 Chris Dr West	Columbia	SC	29169	(800) 743-1944
Nashville	Carrier Commercial Service	5213 Linbar Drive	Nashville	TN	37211	(615) 365-1960
Memphis	Carrier Commercial Service	97 South Byhalia Rd	Collierville	TN	38017	(501) 945-6000
San Antonio	Carrier Commercial Service	12625 Wetmore Road, Suite 419	San Antonio	TX	78247	(210) 495-2600
Houston	Carrier Commercial Service	9011 S. Sam Houston Pwy W	Missouri City	TX	77489	(713) 797-8900
Beaumont	Carrier Commercial Service	820 Freeway Blvd	Vidor	TX	77662	(409) 332-0908
Austin	Carrier Commercial Service	11100 Metric Boulevard, Suite 400	Austin	TX	78758	(512) 719-6400
Fort Worth	Carrier Commercial Service	3900 Sandshell Drive	Fort Worth	TX	76137	(817) 838-4307
Dallas	Carrier Commercial Service	1901 N Glenville Drive, Ste. 702	Richardson	TX	75081	(972) 789-3426
Corpus Christi	Carrier Commercial Service	4410 Dillon Lane	Corpus Christi	TX	78415	(361) 289-0944
SLC	Carrier Commercial Service	3759 W 2340 S	Salt Lake City	UT	84120	(801) 486-5994

Richmond	Carrier Commercial Service	2800 E. Parham Rd.	Richmond	VA	23228	(804) 353-6412
Roanoke	Carrier Commercial Service	6720 Thirlane Rd	Roanoke	VA	24019	(540) 366-2471
VA Beach	Carrier Commercial Service	4018-A Seaboard Court	Portsmouth	VA	23701	(757) 548-3852
DC	Carrier Commercial Service	21750 Red Rum Drive	Ashburn	VA	20147	(703) 834-3900
Seattle	Carrier Commercial Service	3215 South 116th Street	Tukwila	WA	98168	(206) 439-0097
Madison	Carrier Commercial Service	5001 Voges Road	Madison	WI	53718	(608) 271-7500
Milwaukee	Carrier Commercial Service	1501 Paramount Drive	Waukesha	WI	53186	(262) 781-1609
Charleston	Carrier Commercial Service	15 Mission Way	Scott Depot	WV	25560	(304) 757-0395
Fairmont	Carrier Commercial Service	503 Morgantown Ave	Fairmont	WV	26554	(304) 757-0395

Environmental Health & Safety Program
Building Systems and Services



turn to the experts™ 



Protecting Our Customers, Our Employees, Our World

PREFACE

The enclosed booklet is provided to assist employees with working in a safe, healthful and environmentally sound manner. The booklet provides only a summary of key information that has been selected for your reference. Detailed information regarding any subject in this booklet can be found in the Carrier Sales and Service (CSS), Environmental Health and Safety (EH&S) or Management Systems files.

This booklet shall also be provided to all CSS subcontractors who perform services for CSS on CSS or its customers' property. At a minimum, Subcontractors will abide by all the requirements herein but shall not be relieved from complying with any and all more stringent codes, regulations, or laws that may be applicable to its work.

This booklet shall also serve as a summary of the CSS Environmental Health and Safety program when requested by CSS customers.

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To All of Our Associates and Employees

The health and general well being of the Carrier Sales and Service (CSS) employees — and the communities in which we work and live — are integral parts and important elements to the success of CSS. Therefore, the protection of the health and safety of our employees, our neighbors and our environment is a priority with Carrier Sales and Service.

As a division of a global corporation, operating in various areas of North America, it is important for CSS to establish and maintain a high level of health, safety and environmental performance and achieve satisfactory results.

In order to be in alignment with Carrier Corporation, CSS will conform to the United Technologies Corporation and Carrier Environmental Health and Safety Procedures and Policies. These procedures and policies establish a foundation upon which CSS operations can build a comprehensive program that will enable CSS to achieve its health and safety goals. Copies of the procedures and policies can be obtained by contacting a CSS Environmental Health and Safety (EH&S) Manager.

Protecting the health and safety of CSS employees and the environment can only be achieved if all of us do our share.

I am sincerely asking your assistance and cooperation to ensure that the CSS EHS Management System becomes an integral part of our daily work and personal lives.

To reinforce our commitment, the following policy reflects Carrier Sales and Service's goals regarding the environment, health and safety.

Carrier Sales and Service Environment, Health and Safety Policy

Protecting the safety of our employees, and the environment, is a core value within Carrier. We will not be satisfied until our workplaces are safe from hazards, our employees are injury free, our products and services are safe, and our commitment and record in protecting the environment are unmatched.

Specifically, this policy requires the following of every Carrier business and associate:

- Compliance with local laws and the policies, standards and practices of the corporation;
- Establishment of safety and environmental goals and plans that support achievement of the performance goals of the corporation and are an integral part of our business plans;
- Providing accurate and timely measurement and reporting of performance;
- Implementation and periodic evaluation of EHS Management Systems in order to reduce risks and continually improve the effectiveness of our EHS processes;
- Promotion of the health and wellness of our employees;
- Integration of safety and environmental considerations into the design of our products and services, and support of public policies that encourage the development of “green” products, services and buildings in the markets we serve;
- Commitment of the methods and resources necessary to direct, support, monitor and maintain accountability for implementation of this policy.

President, BSS NA Field Operations

ENVIRONMENTAL HEALTH & SAFETY (EH&S) MANAGEMENT SYSTEM



ENVIRONMENTAL HEALTH & SAFETY (EH&S) MANAGEMENT SYSTEM

Carrier’s parent company, United Technologies Corporation, has mandated that all its divisions follow a model EH&S Management System (EHSMS). It has been used as the template for the programs developed and implemented by CSS operating units to manage EH&S performance.

The management system consists of the following 12 elements:

- Procedure and Leadership
- Organization
- Planning
- Accountability
- Assessment, Prevention and Control
- Education and Training
- Communication
- Rules and Procedures
- Inspections and Audits
- Incident Investigation
- Documents and Records Management
- Program Evaluation

Each of the 12 elements in the management system is briefly explained below. For a complete copy of the CSS EH&S Management Systems Manual please contact your local Carrier Sales and Service office.

Procedure and Leadership

Carrier has a written EH&S Procedure statement that defines senior management’s EH&S philosophy, commitment and expectations, thus providing a guide for the entire organization. Annually, it is reviewed, updated, communicated to all employees and made available to the public. Senior management demonstrates their commitment and leadership by ensuring that EH&S is incorporated into business decision making, participating in EH&S activities and in external groups that provide value to the organization.

A written Procedure has been developed that describes how the 12 elements of the EHSMS will be implemented.

Organization

A committee that is chaired by a senior manager, comprised of their staff and any other necessary adhoc members, provides the strategic direction for the EHSMS. The committee meets periodically to review and approve procedures; plan programs and financial/human resources; review the status of on-going programs and the progress toward goals; and to provide direction to line and functional staffs. They ensure employees understand the EH&S initiatives; that adequate technical skills are available; that there is employee participation; and that the appropriate activities, programs and procedures are in place.

EH&S responsibilities have been designated to individuals in each office. These coordinators are under the guidance of EH&S managers that have the proper technical skills and training. The EH&S roles and responsibilities of management and staff have been defined.

Planning

CSS has established a written, annual EH&S plan that is a part of the business plan. It consists of numerical goals; objectives and activities to achieve the goals; risk reduction; legal and company compliance; resource allocation; and implementation of other Carrier or UTC EH&S requirements.

Accountability

A formal system has been established that holds all employees accountable for their respective EH&S assignments, goals, objectives, compliance, activities and performance. The system recognizes superior performance and is part of “pay for performance,” job descriptions and performance appraisals.

Assessment, Prevention and Control (APC)

CSS has identified and assessed EH&S hazards, including regulatory compliance, implemented prevention and control strategies to minimize risks. The written APC process continually identifies, assesses, prioritizes and develops control strategies that effectively manage the risks and hazards. This element also addresses employee medical programs; emergency planning and response; integration of EH&S into the design of products, services and operations; business and property transactions; and contractor and supplier relationships.

Education and Training

EH&S education and training is provided to all segments of the workforce. Training is conducted for new hires, transferred employees or when there are changes in operations or laws. The written training program includes compliance and risk based topics that address the hazards and control practices identified in the other elements of the EHSMS and governmental, customer and company requirements.

Communication

CSS has established a means for communicating EH&S issues and information both internal and external to the organization. The communication is two-way and addresses both internal and external complaints and/or concerns. The written communication plan includes the specific subjects; the audience, methods, feedback and technology transfer issues.

Rules and Procedures

Rules and procedures are established and implemented at all levels of the operation based on hazards, risks, applicable regulatory requirements and company standards. The rules and procedures can be written, integrated into work instructions and reviewed with employees. Compliance shall be enforced in the same fashion as are other company rules, etc.

Inspections and Audits

Inspections evaluate relevant physical conditions, acts or omissions of all CSS employees in relation to EH&S hazards, risks and regulatory requirements. Audits evaluate the effectiveness of the implementation of internal controls such as programs, procedures, policies, etc. The inspections and audits process has been documented, includes corrective actions and identifies those responsible for conducting them. The process also includes training, tracking, and analysis of trends and the reporting of results to the appropriate management level.

Incident Investigation

CSS employees are responsible for reporting and investigating EH&S incidents, identifying root cause(s) and for implementing corrective actions. Incidents are any unplanned event or condition that results in, or has the potential (near miss) to result in, injury/illness; property damage; adverse impact to the environment; adverse public opinion; or a condition of legal non-compliance. All incidents are reported, reviewed and investigated to the level necessary.

Documents and Records Management

CSS has designed and implemented a system for creating, distributing, controlling and managing documents and records prepared in support of the EHSMS. The written system includes who will retain them, what will be retained, retention time, location and how security and confidentiality will be maintained.

Program Evaluation

An evaluation of the implementation and effectiveness of the CSS EHSMS is done on an annual basis. The evaluation is written and covers how it is conducted; status of compliance with regulatory and company requirements; effectiveness of the management system; analysis of trends; audit results; and progress toward EH&S goals. Corrective actions from the evaluation are incorporated into the EH&S plan.

SAFETY



SAFETY

Powered Industrial Trucks (PIT)

OSHA 29 CFR 1910.178 and 1926.600 – 602 and Canadian standards define the requirements for the use of powered industrial trucks. A PIT is any fork truck, platform lift truck, hand truck and other specialized lifting truck powered by electric motors or internal combustion engines. CSS Powered Industrial Truck Procedure S-1 was developed in compliance with the OSHA and Canadian standards and includes, but is not limited to the following:

- PIT operators must have successfully completed training and evaluation specific to the applicable content outlined in OSHA 1910.178(l) and Canadian standards.
- Only trained and authorized operators shall be permitted to operate powered industrial trucks (rider and non-rider).
- All powered industrial trucks shall meet the design specifications established in the American National Standard Institute (ANSI) for Powered Industrial Trucks, Part II, and ANSI B56.7-1982 or Canadian and CSA standards.
- All nameplates and marking on the PIT shall remain in place and be maintained in legible condition.
- Modifications and additions that affect capacity and safe operation shall not be performed without the manufacturer's written approval.
- All trucks being unloaded or loaded by a PIT at a loading dock must be secured from movement. An engineered system (Dock Locks) is preferred but wheel chocks can be placed under the rear wheels of highway trucks.
- Battery charging areas and flammable liquid/gas PIT fuel storage will be located in areas designated for that purpose (i.e., flammable liquid storage cabinets, no smoking area, outdoor gas storage and eye wash).
- Inspections of a PIV shall be performed by the operator each day prior to placing the PIV into service and recorded on the CSS PIV inspection form.
- Periodic preventative maintenance will be conducted based on the schedule recommended by the manufacturer.

Elevated Work Safety

OSHA 29 CFR 1926.500 – 503 and 1910.21 – 24, CSS Cardinal Rules, Canadian provincial safety regulations and 1926.104 defines the requirements for walking/working surfaces at elevated heights. Carrier Sales and Service (CSS) Elevated Work Safety Procedure S-2, was developed in compliance with these standards and includes, but is not limited to, the following requirements:

- Walking and working surfaces must have the strength and structural integrity to support workers safely.
- Workers on a walking/working surface with an unprotected side or edge that is 6 feet or more in height, shall be protected from falling by the use of a guardrail, safety net, or personal fall arrest system. These systems must meet the criteria specified in CSS EH&S Procedure S-2, CSA and OSHA 1926.500 – 503.
- Workers shall be protected from falling through holes more than 6 feet above lower levels by a guardrail, safety net, covers or personal fall arrest systems.
- To protect CSS employees from falling objects while working;
 - All workers shall wear a hard hat.
 - Screens or guardrail systems with toe boards shall be used to prevent objects from falling from the edge of the working surfaces.
- Personal fall arrest systems will consist of an approved, ANSI, OSHA, CSA, body harness, retractable lanyard, self-locking connectors and an anchor point (see CSS EH&S Procedure S-2 for details).
- Employee training will cover the recognition of fall hazards and the procedures necessary to minimize the hazards. Training will be provided that meets the competency requirements as outlined in 29 CFR 1926.503(2) will do the training. Training records will be kept. Retraining will be done when changes occur in the workplace or employees do not have the understanding and skill required.
- Applicable requirements of the *Cardinal Rules and the CSS Safety First Cards* will be met prior to working at heights above 2 meters (6 feet). The *Safety First Card* will be with the technician on every jobsite. The technician must have thorough knowledge of the rules.

Ladder Safety

OSHA 29 CFR 1910.25 – 27 and 1926.1050 – 1060 (Subpart X) defines the requirements for stairways and ladders. The CSS Elevated Work Safety Procedure S-2, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with this standard and includes, but is not limited to, the following requirements:

- Choose the right ladder style (i.e., step or extension), size and duty rating for the job. Use fiberglass ladders if there is even a remote possibility of working near electricity.
- Maximum extension ladder length one person can safely lift and handle is 28 feet.
- The construction of all ladders will meet or exceed the requirements of the American National Standards Institute (ANSI), the Occupational Safety and Health Administration (OSHA) and the Underwriters Laboratory Code (UL) as applicable.
- Read the instruction labels. Labels have information on the weight limits, highest working levels, safety instructions, proper ladder setup and usage. Ladders with faded or illegible labels must be replaced or re-labeled by a qualified ladder inspection vendor.
- Inspect the ladder periodically for defects such as missing, loose, damaged or worn parts. Be sure that working parts move properly and that all connections are secure. Check spreaders, extension ladder locks, flippers and safety shoes. Damaged ladders should be tagged for repair or disposal.
- Use and climb the ladder safely:
 - Fully open and lock both spreaders on stepladders.
 - Be sure that all ladder feet are on firm and level ground. Don't place the feet on slippery or loose materials.
 - Both rails of extension ladders should be fully supported at the top and the locks fully engaged.
 - Do not place the base of an extension ladder too far away from or too close to the building. Set ladder to the proper slope requirement, (1:4 ratio i.e., set back 1 foot for each 4 feet of length to the upper support).
 - Keep your body centered on the ladder and hold the ladder with one hand while working, whenever possible.
 - Climb facing the ladder and maintain at least 3 points of contact with the ladder (i.e., 2 feet and one hand) alternated with four points of contact (two hands and two feet).

- Haul materials up on a line rather than carry them.
- Do not stand above the highest safe standing level. Do not stand above the second step from the top of a stepladder and the fourth rung from the top of an extension ladder.
- By practicing basic maintenance you can keep ladders in proper working order.
 - Keep ladders free from oil, paint or other slippery materials.
 - **Employees are not certified to repair ladders. Use only external, certified suppliers to perform ladder repairs.**
 - Clean and lightly lubricate moving parts such as spreader bars, hinges, locks and pulleys.

Scaffolds

- Do not assemble or use a scaffold unless you have been trained.
- All employees must complete the CSS web based training modules on scaffolding prior to using scaffolds.
- After set up a competent person must inspect the scaffold prior to use.

Aerial Lifts

- Only properly trained employees will be allowed to operate aerial lifts. Documented training will be provided by the company the lift was rented from.
- Prior to use the lift will be inspected to ensure the lift is in good working condition.
- A personal fall arrest system will be worn at all times while working and operating the lift.

Fixed Ladders

- Any fixed ladder that is not safe must not be used.
- Fixed ladders over 20 feet will have a safety cage or personal fall restraint system or the ladder will not be used.
- Fixed ladders must be secured at all mounting locations prior to use.
- Transitions from one fixed ladder to the next must have a rest platform installed at the transition location prior to use.
- Use and climb the ladder safely:
 - Keep your body centered on the ladder and hold the ladder with one hand while working, whenever possible.
 - Climb facing the ladder and maintain at least 3 points of contact with the ladder (i.e., 2 feet and one hand) alternated with four points of contact (two hands and two feet).
 - Haul materials up on a line rather than carry them.
 - Keep ladders free from oil or other slippery materials.
 - **Employees are not certified to repair ladders. Use only external, certified suppliers to perform ladder repairs.**

Personal Protective Equipment (PPE)

OSHA 29 CFR 1910.132 – 138 and 1926.95 – 105 establishes the requirement for use of personal protective equipment, clothing, shields and barriers where hazards will be encountered that are capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

The CSS Personal Protective Equipment Procedure S-3 was developed to be in compliance with these regulations and includes, but is not limited to, the following:

- CSS has performed PPE workplace assessments and certifications by work category, e.g. grinding, welding etc. See the various assessment and certification forms for details.
- All employees shall use PPE to protect their eyes, face, head, hands, feet, ears and respiratory system whenever engineered or administrative controls do not eliminate or reduce hazards to safe levels.
- CSS will provide its affected employees (those employees who must use PPE) with all the necessary PPE to protect them from hazards at their work site.
- Safety shoes with toe protection are required at all times on the jobsite. Safety shoes must carry a stamp on the inside which indicates that they meet the specifications provided by ANSI Z41.1 or ASTM F2413-05, see Procedure S-3.
- CSS will supply one pair of prescription safety glasses per year to those affected employees who wear corrective lenses.
- Safety glasses with side shields will be worn on all jobs.
- ANSI Class A, B & C rated protective helmets shall be worn where there is the potential for head injury from falling objects or when working near exposed energized conductors.
- Hard hats shall be worn on construction sites at all times, when overhead work is occurring and when employees are working in cramped conditions or in the vicinity of objects they could strike their head against.
- Appropriately selected gloves shall be worn by employees whose hands are exposed to any of the following hazards: cuts, lacerations, punctures, burns, hazardous chemicals, etc.
- Respiratory and hearing protection shall be worn according to the respective CSS specific procedures (i.e., OH-2 and OH-3).

- Carrier has the *CSS Safety First Card, Required Minimum Personal Protective Equipment (PPE), Tools and Equipment for Service Work* document and the *Mandatory Fatality Prevention Review: Heights Above 6 Feet or 2 Meters and Mandatory Fatality Prevention Review: Electricity* documents. All four of these documents have parts that speak to Personal Protective Equipment (PPE).
- PPE for employees that may be exposed to arc flash is detailed in section 9 of CSS EHS procedure S-8 “Electrical Safety” and the Arc flash PPE matrix and standard PPE matrix found in the S-3 procedure.

Asbestos Awareness

OSHA 29 CFR 1910.1001, 1926.58, 1926.1101; EPA 40 CFR 763 and various State, Provincial and local regulations, e.g. NYS Code Rule 56 define the requirements for the management of asbestos. The CSS Asbestos Procedure S-4, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with this standard and includes, but is not limited to, the following requirements:

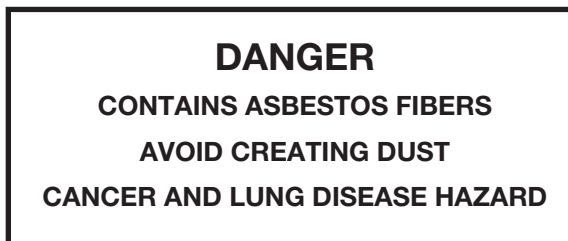
Definitions

ACM — Asbestos Containing Material

TSI — Thermal System Insulation

PACM — Presumed Asbestos Containing Material (all TSI and sprayed on or troweled on surfacing materials in buildings constructed no later than 1980.)

- Building and facility owners must determine the presence, location and quantity of ACM and/or PACM at their facility. The owners must inform employers and employees who will perform services in areas that contain ACM and/or PACM of its presence.
- Building and facility owners must affix signs or labels so employees will be notified of what materials are ACM and/or PACM, its location, and appropriate work practices that will ensure that the materials will not be disturbed. Signs or labels shall indicate the following:



- Owners are exempt from communicating information about the presence of building material by demonstrating that PACMs do not contain asbestos through inspection or testing processes that meet OSHA requirements. The owner must retain records of the demonstrating process.
- Carrier Sales and Service (CSS) employees are prohibited from performing any work that may disturb ACMs or PACMs. Furthermore, CSS employees are prohibited from performing work in any areas that will or may expose them to airborne asbestos (areas where abatement is in progress, asbestos dust has settled, TSI coverings are open exposing asbestos, etc.).
- CSS employees are permitted to work in areas where ACMs and/or PACMs exist as long as the materials are safe from becoming airborne.
- CSS employees shall initially bring any job site ACM and PACM concerns to the customer. If the concerns are not satisfactorily addressed, the employee shall avoid the area and advise their supervisor immediately. The supervisor is then responsible to contact the customer and arrange for clarification or resolution of the concern. Under no circumstances shall CSS employees be permitted to work in the areas until the issues of concern have been resolved.
- CSS operations will not dispose of asbestos containing materials or equipment for customers.
- CSS operations will not contract the abatement or disposal of asbestos.
- CSS employees will not take samples of asbestos.
- Gaskets will be removed following the CSS “Guideline for Removing Gaskets” procedure in attachment A of CSS EHS procedure S-4.

Variable Frequency Drives (VFD)

The manufacturers of Variable Frequency or Speed Drives have safety requirements for safely working on VFD or VSD's associated with HVAC equipment where employees are exposed to risks during servicing.

The CSS Variable Frequency or Speed Drive Procedure S-5 was developed to be in compliance with these requirements and includes, but is not limited to, the following:

- Carrier employees will not work on or near exposed energized components with greater than 600 volts at any time.
- Safe practices are required to properly dissipate or bleed capacitance from buss components to allow the servicing of drives. Check the manufacturer's instructions for the proper dissipation technique.
- All ladders used to service VFD or VSD will be placed on an insulated mat or blanket.
- All electrical tools will have a CAT III rating and detection devices will meet the UTC and CSS grounding policy.
- CSS employees will not rack out or rack in power to starters 600 VAC or greater.
- Employees will wear the appropriate level of Personal protective equipment (PPE) while servicing VFD or VSD equipment, e.g. arc flash, matting, blankets, hand tools, ladders and hand protection.
- Insulated gloves, mats, blankets, arc flash PPE, and electrical test equipment will be inspected or tested at the prescribed intervals by a qualified vendor.
- Training on the skills and techniques necessary to safely work on VFD or VSD and for arc flash will be provided to all exposed service employees.

Life Safety Considerations

OSHA 29 CFR 1910 Subparts E and L, 1926.150, National Fire Protection Association (NFPA) 101, and Canadian regulations establish the requirement for the protection of life and property. The CSS Life Safety Procedure S-6 was developed to be in compliance with these regulations and includes, but is not limited to, the items listed below.

When you are at your office, a customer site, planning a meeting or staying at a hotel/motel, the location shall be reviewed for the following:

- Protection and construction of the facility:
 - Automatic sprinkler protection.
 - Smoke detection system.
 - Methods of fire alarm notification.
 - Non-combustible construction materials.
- Accessibility and adequacy of fire exits:
 - Exits from offices, meeting rooms, customer sites and hotel/motel rooms are well marked and preferably lead outside to safe refuge.
 - Pathways to exits should be clear and exit doors should be checked to assure operability.
- Communication:
 - The emergency response procedures should be described to all employees, guests, meeting attendees, etc.
 - All CSS personnel should read the evacuation procedures when staying at a hotel/motel, working at customer sites and in the office.
 - If you are not clear on the emergency response plan ask the location manager or contact your supervisor.

Confined Space Entry

OSHA 29 CFR 1910.146 and 1926.21 defines the requirements for entering confined spaces. CSS Confined Space Entry Procedure S-7, was developed in compliance with this standard and includes, but is not limited to the following:

- A space is classified as a confined space when it is large enough and its configuration allows personnel to bodily enter to perform assigned work and also meets the following requirements:
 - Has limited or restricted access or exit. Tanks, cooling towers, boilers, ductwork, storage bins, chilled water storage tanks, vaults and pits are spaces that may limit access or exit.
 - Is not designed for continuous employee occupancy.
- A **permit required confined space** has one or more of the following characteristics:
 - Contains or has the potential to contain a hazardous atmosphere or any other hazard capable of death or physical harm to an employee.
 - Contains a material that has the potential for engulfing an employee.
 - Has an internal configuration such that employees could be trapped or asphyxiated by inwardly converging walls or a floor that slopes downward to a smaller cross section.
 - Contains any other recognized serious safety or health hazard.
- A **non-permit confined space** does not contain or in regards to atmospheric hazards have the potential to contain any hazard capable of death or serious physical harm to an employee.
- General and comprehensive training will be provided to all employees involved with confined spaces.

Available Confined Space Options

1. CSS employees shall, without entering the space, make every effort practical to eliminate hazards in a space. This is called **reclassifying** the space and thus avoids the need to implement the permit confined space procedures.
 2. If the only actual or potential hazard that cannot be eliminated in the space is atmospheric in nature (i.e., oxygen deficiency, toxic fumes), then the OSHA **alternate** procedure may be used.
 3. If the space cannot be reclassified or the alternate procedure cannot be used then the **permit required confined** space process must be used.
- Contractors and subcontractors used by CSS must comply with OSHA 1910.146, CSS Procedures and or customer confined space requirements.
 - Rescue services will be established during permit required confined space entry.
 - CSS will comply with all customer requirements pertaining to confined space as long as compliance with 1910.146 is maintained and CSS employee EHS is not compromised.

Electrical Safety

OSHA 29 CFR 1910 Subpart S, 1926 Subpart K, Safety First Card, NFPA 70 E and CSS Cardinal Rules define the requirements for worker electrical safety. The CSS Electrical Safety Procedure S-8, and Electrical Safe Work Practices training program were developed in compliance with this standard and include, but are not limited to the following:

- The *Carrier Required Minimum Personal Protective Equipment (PPE), Tools and Equipment for Service Work* document also requires several electrical items. (FR Uniforms, GFCI, Multi-meter, insulated hand tools, double insulated or grounded electrical tools, LO/TO devices.)
- Applicable requirements of the *CSS Safety First Card and the Mandatory Fatality Prevention Review: Electricity* documents will be met prior to working on electrical equipment and circuits. The fatality prevention review document will be with the technician on every job and read through before they start the job.
- Electrical Safe Work Practices training shall be provided initially to all employees and be documented in the office record keeping files.
- FR uniforms and associated arc flash PPE are required to be worn for all electrical exposures above 50 volts.
- CSS employees are prohibited from working on energized high voltage (greater than 600 Volts AC), thus a duly licensed and qualified electrician must perform the service (an outside contractor or customer employee). Employees are permitted to work on VFD / VSD of less than 600 volt AC input power that generate greater than 600 volts DC power on associated internal buss bars for diagnostic and testing purposes.
- Conductive tools, equipment, accessories and articles may not be used or worn if they have the potential to contact exposed, energized components.
- Jewelry is prohibited while working.
- All portable power tools shall be of the three wire grounded type or double insulated.
- Only load rated devices shall be used to open circuits under load conditions except in an emergency.
- Properly rated eye and face protection shall be used where there is a danger for electrical flashes or arcs or a potential for electrical explosions.
- Lockout / Tagout (LOTO) procedures shall be followed per CSS's Hazardous Energy Sources Procedure S-10.

Ground Fault Circuit Interrupters (GFCI)

- The Occupational Safety and Health Act (OSHA) 29CFR 1926.404(b) (1) and the Carrier Procedure on the Use of Ground Fault Circuit Interrupters (3/29/96) have requirements that impact electrical safety.
- It is the Procedure of Carrier to require the mandatory use of ground fault current interrupters whenever any mechanical work using electrical tools, cord sets, extension lights, etc., is being performed.
- Applicable requirements of the *CSS Safety First Card and the Mandatory Fatality Prevention Review: Electricity* documents will be met prior to performing electrical work. The fatality prevention review document requires technicians to have the list with them on every job and read through it before they start the job. This list does have a specific section on Tools and Equipment that looks at GFCI.
- The Carrier *Required Minimum Personal Protective Equipment (PPE), Tools and Equipment for Service Work* document and the *CSS Cardinal Rules* also require the use of a GFCI.
- The Carrier Procedure on the Use of Ground Fault Circuit Interrupters also requires the use of a GFCI on portable electrical tools and equipment below 240 Volts.
- The ground fault current interrupter is to be **used in addition to, not in lieu of**, the normal three or four-wire equipment grounding conductor.
- The ground fault interrupter senses a ground fault the instant there is a current flowing to ground and in milliseconds, shuts off the power before an accident can happen. This broadens the margin of safety in a previously unguarded area of possible danger.
- The ground fault interrupter can be a small (hand-held type) three-prong, plug-in unit, for extension cord sets and cord connected electrical tools. It plugs into existing three-prong straight blade, U-grounded outlets. Additionally, it can be inline, built into a circuit breaker or outlet.

Verifying Grounds on Equipment

- All equipment will be tested for proper grounding or wire insulation loss prior to touching or starting any service work or new equipment start-up activity.

Arc Flash Protection

- All CSS employees will comply with the requirements of NFPA 70 E or **CSA, as applicable**, for arc flash protection.
- Employees will wear the appropriate level of PPE as determined in CSS Procedure S-08 as per the Hazard/Risk Classification. PPE protects the employee from arc flash releasing energy that could cause severe injury or death. Proper PPE protects from electrical shocks or burns due to contact, clothing igniting in the extreme temperatures of a arc flash, flying debris from explosion of components and molten metals being carried out from the explosion site due to the high temperatures experienced, 35,000 degrees, and the rapid expansion of air in an arc flash zone.
- All employees will follow safe work practices when exposed circuits of 50 volts or greater while performing any work activity.
- Carrier Employees will not work on or near exposed energized components with greater than 600 volts at any time. Safe distance of greater than 10 feet will be maintained to all exposed energized components at all times.
- Employee will maintain a safe distance of 10 feet boundary around all exposed electrical parts. Only qualified persons may work within a 4 feet boundary. All qualified persons working within the 4 feet boundary must wear arc flash protection PPE. See Attachment B in Procedure S-08 electrical safety for approach Boundary guidance.
- Carrier employee will not rack out or rack in power to starters 600 VAC or greater. A qualified person, but not a CSS employee, will perform all de-energizing or energizing of power supplies to equipment requiring service activities such as electrical motor starters. A Carrier employee will witness that the qualified person's electrical testing device works and will witness that all energies are at zero state.

Motor Vehicle Safety

The UTC Standard Practice 12 (SP-12) and the CSS Employee Motor Vehicle Safety Procedure S-9 covers the safe use and operation of all motor vehicles for CSS employees who may drive a vehicle while on company business, or who may drive a company vehicle at any time. It includes, but is not limited to the following:

- All occupants shall wear safety restraints while operating or riding in any motor vehicle while on company business.
- Only Carrier employees may drive service vehicles assigned to hourly employees and only for business purposes. Personal use of a company vehicle is prohibited for all hourly employees.
- Salaried Employees shall have all infants riding in a company vehicle properly secured in an appropriate child restraint system. Children shall not accompany employees while on company business.
- Employees are to comply with all motor vehicle traffic laws while operating a company vehicle or any motor vehicle on company business.
- All individuals driving a company vehicle or driving any motor vehicle while on company business are required to have a valid driver's license and comply with all conditions affecting the license. Employees found to be driving with a revoked, expired or suspended license may be subject to disciplinary action.
- Employees are prohibited from operating a company vehicle or any motor vehicle on company business, while their judgment or faculties are impaired. Such impairment may be caused by consumption of alcoholic beverages, drugs, medications, fatigue, lack of prescription lenses, etc.
- When transporting hazardous materials, the driver will comply with DOT **or CSA, as applicable**, regulations. See CSS EHS Procedure E-6 for more details.
- Employees are prohibited from the transportation of hitchhikers or strangers in a company vehicle or any other motor vehicle while on company business.
- Communication devices such as cell phones, PDAs, laptops, etc. shall not be used while driving for any reason, unless the use of that device is performed "hands free."
- Driving record reviews may be conducted on employees involved in motor vehicle accidents and all employees periodically. Drivers with a currently suspended or revoked driver's license, a DUI, DWI, or motor vehicle felony conviction can be subject to disciplinary procedures.

- Drivers must report all motor vehicle citations they receive to their immediate manager or supervisor.
- Drivers must report motor vehicle accidents to their supervisor immediately and follow the directions on the PHH card. Accidents involving injuries must be reported to the CSS Medical professional or EH&S Manager.

Control of Hazardous Energy Sources

OSHA 29 CFR 1910.147 and .333 and 1926.417 defines the requirements for de-energizing equipment or processes for the purpose of repairs, maintenance or installation (lockout/tagout). The CSS Control of Hazardous Energy Sources Procedure S-10, in the CSS *Environmental Health & Safety Manual*, was developed in compliance with this standard and includes, but is not limited to, the following requirements:

- Lockout and tagout (LOTO) shall be implemented for all energy sources that might cause unexpected movement, personal injury, or property damage. This includes electrical, mechanical, hydraulic, thermal, pneumatic, compressed gas energy, and potential energy from suspended or overhead objects and compressed springs.
- A lockout and tagout system shall always be used if equipment is capable of accepting a lockout or tagout device. Only if the equipment is not capable of accepting any form of lockout device may the tag-out system alone be used.
- All employees involved with working on the equipment or process shall apply their own individual lock. A multiple lockout device can be used if necessary.
- Each worker shall have his or her own designated lock and the only key to that lock. Lockout/tagout devices are to be used for lockout operations only.
- A tagout system shall always be used in addition to the lockout or system. Tagout devices must indicate:
 - The reason for the lockout.
 - How that person may be reached.
 - The identity of the person who applied the device.
 - The date and time the tag was put in place.
- A survey shall be conducted to identify what energy sources need to be locked and blocked out, and the appropriate method for locking and blocking out the equipment or process that is to be serviced. Only persons who are thoroughly familiar with the equipment or process shall conduct the survey.

See the CSS Lockout and/or Tagout Reminder Tag for additional information. The following procedure shall be referenced and used:

Steps for De-Energizing:

1. Locate and identify all energizing devices (disconnects, breakers, valves). If identification does not already exist, mark each device indicating its function (i.e., Line #1, Chiller #4, 480 Volts).
2. Notify all affected employees that a lockout/tag-out is scheduled to occur.
3. Know and follow shutdown procedure for the equipment or process that is to be locked or blocked out.
4. Install lockout and tag-out devices on all energy sources.
5. Bleed or drain stored energy (capacitance, pressurized oil, water, steam, refrigerant, etc.).
6. Attempt to activate the device to ensure it is inoperable (except 3 phase equipment).
7. Verify that energy has been isolated with a meter or similar test device.

Steps for Re-Energizing

1. Check that non-essential items have been removed from area.
2. Check that equipment components are operationally intact.
3. Ensure all employees are safely clear of equipment. Notify all affected employees that the lockout/tag-out devices will be removed.

Rigging Equipment

OSHA 29 CFR 1910.179, 1926.551 etc., defines the requirements for rigging and hoisting equipment. The CSS Rigging Procedure S-11, in the *CSS Environmental Health & Safety Manual*, and the *Carrier Material Handling and Rigging Manual* were developed in compliance with these standards and includes, but are not limited to, the following requirements:

- Rigging equipment shall be selected to fit the load and shall be maintained in safe working condition.
- Equipment shall be inspected annually by a qualified vendor for defects as well as a visual self-inspection conducted before and after each use. Defective equipment shall be tagged and sent out for inspection/repair or functionally incapacitated and disposed of.
- Chain hoists and lever pullers shall be inspected and cleaned per manufacturer's recommendations on a regular basis by a qualified vendor.

- Equipment with any of the following defects shall be removed from service for repair or disposal:

Nylon and Polyester Slings

- Broken or unraveled stitching
- Missing or illegible load rating tag
- Distortion, cracks, or sharp edges on metal hardware
- Snags, punctures, tears or cuts
- Wear abrasions revealing colored wear indicator thread
- Chemical deterioration
- Burns, melting, weld splatter or heat charring

Wire Rope Slings

- Corrosion
- 10% loss of rope diameter
- 1/3 loss of outer wire diameter
- Broken wires
- Severe kinks
- Bird caged or crushed
- Weld splatter
- Electrical arc burns

Chains and Attachments

- Nicks or gouges
- Twisting or other distortions
- Excess wear
- Stretching
- Pitting
- Weld splatter damage
- Cracks
- Cracked, bent or opened hooks

Chains and Wire Hoists and Lever Pullers

- Wire rope or chain and attachment defects
 - Clutch slippage
 - Cracked, distorted, bent or otherwise damaged components
 - Missing or distorted safety latches
- Rigging equipment shall be repaired using only components supplied from or approved by the manufacturer.

Working in Cooling Towers

The CSS Working in Cooling Towers Procedure S-12, in the CSS *Environmental Health & Safety Manual*, was developed as standard working instructions for working in cooling towers and includes, but is not limited to, the following requirements:

- Prior to entering or performing work in a cooling tower, CSS personnel shall perform an assessment of the safety risks of performing the job.
- Risks related to confined space, elevated work, electricity, control of hazardous energy and others will be reviewed.
- Personal Protective Equipment (PPE) and other control measures will be utilized to abate any risks that are identified.
- Cooling tower water will not be in circulation when work takes place. Circulation will be ceased for at least 10 minutes prior to the start of work.
- When feasible, adjacent cooling towers shall not be in circulation when work takes place. Circulation will be ceased for at least 10 minutes prior to the start of work.
- Respiratory protection is not required for CSS personnel performing work in a cooling tower, as described in procedure S-12. Respiratory protection is available, however, on a voluntary basis, at the discretion of the person performing the work.
- The use of any respiratory protection will comply with the CSS Respiratory Protection Procedure OH-2.
- All affected employees shall be made aware of the requirements of this procedure.

Compressed Gas

OSHA 29 CFR 1910.101, 1910.253 and 1926.251, the Compressed Gas Association and CSA defines the requirements for Compressed Gas safety. The CSS Compressed Gas Procedure S-13, in the CSS *Environmental Health & Safety Manual* was developed in compliance with these standards and includes, but is not limited to, the following requirements:

- **Moving Compressed Gas Cylinders**
 - Valves closed and protective caps on.
 - Cylinders can be hoisted when secured on a cradle or pallet.
 - Acetylene shall be secured vertically in a vehicle.

- Remove regulators during transport.
- Secure cylinders with nylon or rope ratchets, no bungee cords are allowed.
- **Safety Procedures**
 - Cylinders will be kept away from sparks or flame
 - Cylinders will not be subjected to > 120 degrees F (49°C).
 - All compressed gas apparatus shall be free of oil or grease.
 - When a wrench is used on a cylinder valve it will remain in place when the cylinder is in use.
 - All cylinders will have a label of the contents.
 - Never tamper with safety devices in cylinders or valves.
- **Torches and Regulators**
 - Torches, regulators and hoses will be inspected before each use. Defective equipment will not be used.
 - Torches will be ignited with friction lighters only
 - Back flow and or back flash device shall be used.
- **Storage of Cylinders (Warehouse)**
 - It is preferred that no oxygen and acetylene be stored in service warehouses.
 - Only store oxygen and acetylene tanks sized R, Q, MC or B is necessary.
 - Oxygen and acetylene will be separated by a minimum of 20 feet or a minimum 5 foot high barrier with a minimum 30 minute fire resistance rating.
 - Empty cylinders will be labeled
 - Areas where cylinders are stored must have proper signs posted.
- **Storage of Cylinders (Service Vehicles)**
 - Cylinders will be tightly secured by safety chains, nylon or rope ratchet binders. In the upright position. No bungee cords.
 - No large acetylene cylinders will be transported.
 - Protective dust caps will be installed on all R, Q, MC or B cylinders without screw on valve caps when transported.

- No cylinders will be stored next to the rear doors or back of a van or in the back compartment of a service body truck.
- Larger cylinders will be transported to and from job sites by the gas vendor.

- **Refrigerant Cylinders**

- All refrigerant disposable cylinders being readied for disposal must have all refrigerant removed and all refrigerant vapors recovered to a recovery/reclaim cylinder (marked mixed refrigerant). All disposable cylinders must be evacuated to four inches of mercury vacuum on the disposable cylinder being readied for disposal.
- After the vacuum has been achieved, the knock out on the cylinder needs to be punched or drilled out.
- The tank is now ready for disposal in the proper trash container or via a scrap vendor.
- All refrigerant recovery/reclaim cylinders should be tested per DOT requirements every five years. Per DOT requirements, do not fill a cylinder if the present date is more than five years past the test date on the cylinder. The test date will be stamped on the collar of cylinders.

Work-Related Injury and Illness Management

Carrier EHS SWI-007 Workers' Compensation, EHS SWI-014- Work-Related Illness & Injury Management, Reporting and General Medical Guidelines for U.S. facilities that do not have Carrier Medical Departments and UTC Procedure 33-Serious Injury Report defines the requirements for Injury and Illness Management. The CSS Work-related Injury and Illness Management Procedure S-14, in the *CSS Environmental Health & Safety Manual*, was developed in compliance with these standards and includes, but is not limited to, the following requirements:

- **Establish Contact with Local Medical Providers**

- The CSS Medical Professional will coordinate efforts to identify local Occupational Health Clinics (US only).
- The CSS Medical Professional will coordinate medical treatment plans with local medical providers (US only).

- **Medical and First Aid Treatment**

- Injured employees will receive prompt medical attention.
- Any injury will be attended to as quickly as possible to reduce any adverse effects.

- **Communication**

- The supervisor will initiate contact according to the injury process chart (US only).
- The U.S. CSS Medical Professional will be the primary contact for Workers' Compensation.
- UTC serious injuries or fatalities require immediate and additional reporting.

- **Investigation**

- An incident investigation with root cause will be completed in 2 days
- Lessons Learned postings shall be created within 2 days.
- The supervisor will schedule a conference call review and finalize the incident report in 5 business days.

- **Return to Work**

- Alternative work shall be provided within prescribed restrictions.
- The treating medical care provider will be informed of the availability of alternative productive work.

Contractor Safety

OSHA 29 CFR 1926.16, United Technologies Corporation's EH&S Standard Practice 10 (SP-010), and CSS Contractor EH&S Procedure S-15, defines the requirements for contractors' and sub-contractors' EH&S. The *CSS EH&S Management System Manual*, Element 5 and *Daily Reference Guide* were developed to be in compliance with this standard practice and include, but are not limited to, the following requirements:

- Local management will implement, ensure awareness and support the Contractor EHS program.
- Each CSS operation will assign a contract coordinator who will be responsible for the following:
 - Will be familiar with the requirements in Contractor EHS program.
 - Providing selected contractors with a copy of *CSS EHS Contractor Requirements*, *Safety First Card*, *EH&S Program Summary*, *Technician EHS book* and to obtain the information in the "CSS Contractor EHS Requirements
 - Inform all contractors that all fatalities, serious injuries resulting in permanent disability, major environmental incidents and violations of law resulting in legal notice will be reported.

- Carrier job supervisors who are responsible for overseeing contractor activities at the job site shall:
 - Inform all contractors and subs that all Carrier, customer and governmental rules will be adhered to.
 - Provide the contractor, during each visit to the site, with a verbal assessment of the contractor's EHS performance.
 - The inspection schedule is as follows: 1 - 3 day projects = no inspection; 4 day – 3 month projects = 1 inspection and 3 month – 1 year = quarterly inspections.
 - Ensure that the contractor immediately corrects all noted deficiencies and notes serious deficiencies are noted in the file and disciplinary log.
- The general requirements for contractors and subcontractors while performing work for Carrier include, but are not limited to the following:
 - Acting in a safe and environmentally responsible manner, maintaining compliance with Carrier's Contractor EHS Requirements and all applicable EH&S laws and regulations.
 - Accepting sole responsibility for acts or omissions by contractor employees with respect to environmental or safety risks, incidents, or liabilities encountered by the contractor.
 - Accepting without appeal, termination of the contract if Carrier determines that the contractor has falsified any required environmental or safety information, or if Carrier determines that the contractor is significantly deficient in environmental or safety performance or capabilities.
 - Allowing Carrier to inspect the contractor activities at Carrier's discretion and to immediately correct any noted safety or environmental deficiencies.
- Specific requirements for contractors and subcontractors whose services include labor values at more than \$5,000 in a year on an annual basis:
 - Submit a completed Carrier Contractor EH&S Qualification Submittal form.
 - Submit a copy of available Contractor EH&S Procedures.
 - Submit a listing of EH&S training provided to employees in the past three years.
- All submittals not meeting the minimum selection criteria will be sent to the EHS manager for final approval.

Hot Work Program

OSHA 29 CFR 1910.252 and 254 defines the requirements for hot work. The CSS Hot Work Procedure S-16, in the *CSS Environmental Health & Safety Manual* was developed in compliance with these standards and includes, but is not limited to, the following requirements:

- **General Procedures**

- Flammable or combustible materials must be removed from the area. If materials can't be moved a proper welding curtain must be used.
- An ABC rated fire extinguisher must be available in the work area.
- A fire watch must be used when: An 'other than minor fire' could develop; Combustibles are within 35 feet; Combustibles more than 35 feet away are easily ignited; Combustibles are exposed by a wall/floor opening within 35 feet; Combustibles are adjacent to the opposite side of a metal partition/roof/ceiling.
- Before welding/cutting the supervisor must inspect the area and complete a hot work permit.
- Completed permit records will be maintained in the respective **job file**.

- **Welding Safety**

- Never carry or use butane lighters while welding.
- Refer to the PPE Workplace Assessment for welding, cutting and brazing.
- Keep the work area clean and free of hazards.
- Use a suitable cylinder truck, chain or other device to secure the **gas cylinders**.
- Shield others from the sparks and UV radiation produced from welding.
- When welding in wet areas, wear rubber boots and stand on a dry insulated platform.
- Do not weld on sealed containers or compartments without providing vents.

Lead Awareness

OSHA 29 CFR 1910.1025, 1926.62 and CAL OSHA 1532.1 define the requirements for working with lead. The CSS Lead Awareness Procedure S-17, in the *CSS Environmental Health & Safety Manual* was developed in compliance with these standards and includes, but is not limited to, the following requirements:

- **Lead exposure affects six bodily systems, e.g. digestive, reproductive, circulatory, nervous, urinary and skeletal.**
- **The two main routes for lead to enter the human body are by inhalation and ingestion.**
- **Customers are required to post warning signs in areas where an employee's exposure to lead is above the OSHA Permissible Exposure Limit. (PEL)**
- **CSS employees are prohibited from performing any work where the potential for lead exposure exists.**
- **Contact your supervisor if there is any incident which has the potential for lead exposure.**
- **All employees shall review this policy where the potential of lead exposure exists.**

Hydrogen Sulfide

OSHA 29 CFR 1910.1000 and 1926.55 define the requirements for working with hydrogen sulfide. The CSS Hydrogen Sulfide Awareness Procedure S-18, in the *CSS Environmental Health & Safety Manual* was developed in compliance with these standards and includes, but is not limited to, the following requirements:

- **Hydrogen sulfide exposure causes respiratory paralysis or irritation and eye and skin irritation.**
- **The main route for hydrogen sulfide to enter the human body is through inhalation.**
- **Oil refineries have the potential to produce hydrogen sulfide. Other locations that may have hydrogen sulfide are sewers, cesspools, stagnant water or anywhere the decay of organic materials occurs.**
- **Hydrogen sulfide can be detected by direct read fixed or portable monitors as well as colorimetric detector tubes and personal monitoring.**
- **Identification of hydrogen sulfide concentrations is the responsibility of the host-facility operator.**

- **Process areas in most refineries have identified potential hydrogen sulfide exposures and have indicated the exposure areas with signs that read “Caution High levels of Hydrogen Sulfide May Be Present”.**
- **Most host facilities have hydrogen sulfide emergency plans that explain what the procedure is when hydrogen sulfide is present.**
- **All employees shall review this policy where the potential of hydrogen sulfide exposure exists.**

Benzene

OSHA 29 CFR 1910.1028, 1926.1128, CAL OSHA 5218 and WAC 296-849-190 define the requirements for working with benzene. The CSS Benzene Awareness Procedure S-19, in the *CSS Environmental Health & Safety Manual* was developed in compliance with these standards and includes, but is not limited to, the following requirements:

- **The main routes for benzene to enter the human body are through inhalation, absorption and ingestion.**
- **Customer work sites that have benzene present are required to post signs at the entrances to regulated areas that say “Danger, Benzene, Cancer Hazard, Flammable – No Smoking, Authorized Personnel Only, Respirator Required”.**
- **Carrier Sales and Service employees are prohibited from performing work in regulated areas where the potential for benzene exposure exists.**
- **Locations where benzene exposure can occur are petroleum refining sites, tank gauging and field maintenance.**
- **In case of benzene related medical emergency, utilize the customer’s work site emergency plan if it is available or call 911 and report any incidents to your supervisor.**
- **All employees shall review this policy where the potential of benzene exposure exists.**

OCCUPATIONAL HEALTH



OCCUPATIONAL HEALTH

Hazard Communication

OSHA 29 CFR 1910.1200, 1926.59 and WHMIS in Canada establishes the requirements for ensuring employees are aware of the hazardous chemicals they may be exposed to in the work place. The CSS Hazard Communication Procedure OH-1, in the *CSS Environmental Health & Safety Manual*, was designed to be in compliance with this standard and includes, but is not limited to, the following requirements:

- All employees shall receive training on Hazard Communication prior to starting work in their assigned position, and annually thereafter.
- The training shall include a review of the following:
 - The chemicals that may be used or encountered as part of the job duties.
 - The physical and health risks of the chemicals.
 - Symptoms of over exposure.
 - How to determine the presence or release of hazardous chemicals.
 - How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices, and personal protective equipment.
 - Procedures to follow if employees are overexposed to hazardous chemicals.
 - How to obtain and read a Material Safety Data Sheet (MSDS).
- Prior to introducing a new chemical, each employee will be given information and training as outlined above.
- All new chemicals must be reviewed and approved by the EHS Manager prior to purchase and use.
- MSDSs for all hazardous chemicals used during CSS services shall be obtained utilizing the vendor defined for providing MSDS documentation. For Carrier chemicals purchased, go to www.CarrierTotaline.com then EPIC then MSDS for Carrier products.
- All containers holding chemicals shall be labeled to identify the contents, regardless if the chemical is hazardous or not. Containers holding hazardous chemicals must also indicate the appropriate hazard warning, the chemical name and address of the manufacturer.

- Contractors and customers who may be exposed to hazardous chemicals used by CSS shall be provided with hazard information about each chemical. MSDSs shall be provided if requested.
- On construction jobsites, physical copies will be maintained on the jobsite per construction standards.

Respiratory Protection

OSHA 29 CFR 1910.134 and 1926.103 defines the requirements for protecting employees from overexposure to airborne contaminants.

The CSS Respiratory Protection Procedure OH-2, in the CSS *Environmental Health & Safety Manual*, was developed to be in compliance with this standard and includes, but is not limited to, the following requirements:

- Employees must maintain a detailed knowledge of the hazardous materials they may be exposed to (through MSDSs, training, verbal and written communications). This knowledge is essential for assessing the need for respiratory protection when overexposure is possible or unavoidable.
- Mechanical ventilation shall always be used to attempt to minimize the airborne concentrations of hazardous materials to safe levels.
- Employees shall be trained annually on the appropriate respiratory protection to use for each hazardous material they may be exposed to. Only approved respirators shall be used.
- Prior to using a respirator, each employee must pass a medical evaluation verifying they are physically fit to use a respirator. Evaluations shall be conducted on a periodic basis to identify changes in health status that could affect an employee's fitness to wear a respirator.
- Prior to using a respirator, each employee must pass a fit test on the specific model respirator they will use. No facial hair is permitted that would impede with the fit of the respirator.
- An employee must perform a positive and negative fit test each time they don a respirator.
- Respirators shall be inspected for defects before and after each use by the employee using it, and identified components shall be replaced promptly.
- Respirators shall be cleaned after each use.
- Respirators must be stored in a sealed plastic bag or container in a manner that will protect it from damage or contamination.

Hearing Conservation

OSHA 29 CFR 1910.95 and 1926.52 and .101 defines the requirements for protecting employees' hearing from exposure to occupational noise. The CSS Hearing Conservation Procedure OH-3, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these standards and includes, but is not limited to, the following requirements:

- Affected employees are those employees who perform applied work either full time or part time (applied and unitary).
- Testing has shown these employees are exposed to noise levels that exceed 85 dBA for an 8 hour TWA
- Affected employees shall receive training annually on:
 - The effects of overexposure to noise.
 - Methods to prevent overexposure.
 - The proper use and care of hearing protection equipment.
- Feasible administrative or engineering controls shall be utilized to eliminate noise exposure. If they are unsuccessful, use of hearing protection shall be enforced.
- Affected employees shall wear hearing protection in all designated/posted high noise areas and whenever there is a chiller running in the equipment room. The company shall provide, at no cost to the employee, all appropriate hearing protection.
- Employees shall report symptoms of suspected hearing loss to their supervisor.
- In areas not posted or designated with high noise warnings:
 - Employees shall apply the rule of thumb for wearing hearing protection when noise levels prevent conversation at a normal voice level from a distance of up to three feet.
 - Employees shall notify their supervisor and if necessary, sound levels shall be measured to verify the need for hearing protection (ear plugs or muffs).
- Annual audiometric hearing evaluations will be made available to affected employees or their representatives.
- Employees shall inspect hearing protection equipment for signs of wear or defects and replace identified components promptly. All hearing protection will have noise reduction rating (NRR) of 26 dBA or greater.

Material Handling and Ergonomics

United Technologies Corporation's Standard Practice (SP-007) defines the requirements for protecting employees' from ergonomic injuries. The CSS Procedure on Material Handling and Ergonomics, OH-4, in the CSS *Environmental Health & Safety Manual*, was developed to be in compliance with this standard and includes, but is not limited to, the following requirements:

- A high potential for injuries exist when materials and equipment are handled during service operations both at the office and at the customer job site. To reduce the risk of material handling injuries, (back strains/sprains, hernia, shoulder/arm/leg strain, etc.), CSS employees should identify material handling and ergonomic problems and report them to their supervisor.
- Plan for the best use of material handling equipment whenever possible, such as loading ramps, two wheel handcarts, hoists/slings, fork trucks, hydraulic lift-gates, stair climbers etc.
- The first rule is to lighten the load whenever possible! This may mean that two trips to the destination will be necessary or soliciting the help of another person when needed.
- Always **push** carts, hand trucks, and dollies rather than pulling them.
- Use safe lifting techniques:
 - Conduct a preliminary survey of your travel route to identify and address hazards and obstructions.
 - For heavy lifting, perform some back stretching exercises first to limber up your back muscles.
 - For repetitive lifting, take occasional breaks.
 - Face the load with your feet shoulder width apart and one foot slightly ahead of the other.
 - Bend your knees to squat down with your back straight and have a good grip on the load.
 - Lift the load slowly with your legs while keeping your back straight, do not jerk.
 - Keep the load close to your body.
 - Turn with your feet, not your waist.
 - Lower the load slowly with your legs while keeping your back straight.

Bloodborne Pathogens

OSHA 29 CFR 1910.1030 defines the requirements for protecting employees from exposure to blood borne Pathogens. The CSS Blood Borne Pathogens Procedure OH-5, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with this standard and includes, but is not limited to, the following requirements:

- All CSS employees who assist/respond to a medical emergency are expected to follow universal precautions to prevent contact with blood and other potentially infectious materials. Using universal precautions means that you treat bodily fluids as if they are infectious.
- The following personal protective equipment (PPE) will be used when dealing with bodily fluids: latex gloves, a CPR one-way valve mask, protective garments and eye protection.
- Where there is an area with a likelihood for potential exposure to bodily fluids, wash your hands as soon as possible and do not eat, drink, smoke or apply cosmetics when you are in that area.
- Contaminated clothing should be properly laundered, disposed of or replaced.
- All contaminated materials, bandages, clothing etc., will be disposed properly. Place the waste materials in a red plastic bio-hazard bag and contact your EHS Manager/OHS for specific disposal instructions.
- Training will be given to employees who have the potential for exposure to blood borne pathogens.

Workers' Compensation Management Guide

Carrier EHS Standard Work Instructions (SWI) 7 Workers' Compensation, SWI 14 Work-Related Illness & Injury Management and State Laws define the requirements for Workers' Compensation. The CSS Workers' Compensation Management Guide Procedure OH-6, in the CSS *Environmental Health & Safety Manual* was developed to be in compliance with all applicable laws, Company procedures and includes, but is not limited to, the following requirements:

- It is a CSS Procedure to comply with all state and provincial requirements with regard to providing prompt, reasonable medical and income benefits to employees for work related injuries, regardless of fault, and to institute the early return to work of injured employees through appropriate restricted (light) duty work.
- Employees shall report work related injuries to their office Workers' Compensation Coordinator or supervisor immediately, regardless of severity.
- If an injury results in medical treatment by a doctor or other health professional, a First Report of Injury shall be filed with Carrier's insurance company or, in the case of state administered programs, the designated state insurance company, within 24 hours.
- The insurance company will obtain target return to work dates and medical restrictions from the medical provider. Coordinate return to work and restrictions with local operations.
- CSS offices will make every attempt to provide productive "restricted duty" work to injured employees to facilitate their earliest possible return to work. Work assignments shall always be within the limits of the medical treatment providers written instructions.
- The respective CSS Workers' Compensation management team is responsible for maintaining contact with the employee and the insurance company representative to ensure effective management of the workers' compensation claim (change in medical condition, return to work, legal representation, etc.).
- Requests for information from the insurance company should be completed promptly to ensure proper benefits are provided to the injured employee in a timely manner.
- The CSS Medical Professional must approve all medical treatment for all work-related injuries and illnesses (not including emergency medical care).

- Since state workers' compensation regulations vary, questions on specific state regulations should be directed to the CSS Medical Professional, the local Workers' Compensation insurance representative or your EH&S Manager.

Heat Stress Prevention

American Conference of Governmental Industrial Hygiene (ACGIH) and other organizations define the requirements for protecting employees from exposure to excessive heat. The CSS Heat Stress Prevention Procedure OH-7, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these standards and includes, but is not limited to, the following requirements:

- The levels of heat related illness and associated symptoms include the following:
 - **Heat rash** = red bumpy rash with severe itching.
 - **Heat cramps** = cramps in the legs or stomach and excessive sweating.
 - **Heat exhaustion** = heavy sweating, tired and weak, nausea, vomiting, cool moist skin.
 - **Heat stroke** = hot dry red skin, fast pulse, weakness, confusion, loss of consciousness and convulsions.
- Heat stress control strategies include the follow:
 - **Pre-job planning** = check the media for the weather forecast and any environmental key indicators, e.g. SMOG alerts, humidity readings or air quality warnings.
 - **Provision of water** = access to potable water in sufficient quantities.
 - **Access to shade** = shaded areas will be open to the air or have ventilation or cooling for a period of no less than 5 minutes.
 - **Personal protective equipment (PPE)** = cooling neck wraps or cooling vests.
- First aid responses to heat stress include the following:
 - Early recognition of heat stress symptoms.
 - Cool the skin with water and loosen clothing.
 - Apply wet cloths and provide sips of water, do not gulp it down.
 - Stop water consumption if nausea occurs.
 - Arrange for medical attention.

Copy Employee Medical Records

Governmental and Company standards and regulations define the requirements for the handling of employee medical records. The CSS Copy Employee Medical Records Procedure OH-8, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these standards and includes, but is not limited to, the following requirements:

- Carrier Sales and Service (CSS) complies fully with HIPPA for work and non-work related medical/personnel records.
- CSS maintains strict confidentiality when it comes to medical/personnel records.
- Medical records shall be stored separately in a file cabinet or drawer. The cabinet or drawer shall be locked and or the room the files are kept in shall be locked.
- Under no circumstances will medical records be left unattended.
- Medical record packaging will comply with HIPPA regulations.
- Anyone handling medical records will be trained in the HIPPA requirements.
- Employees may request their medical records by completing the request for medical records form – “Authorization to Release Medical Records” and returning the form to the Occupational Health Specialist – Company RN.
- The Workers’ Compensation insurance vendor can request a copy of the employee’s medical records by phone to the Carrier Medical Coordinator or Workers’ Compensation Coordinator.

Guidelines for Potentially Contagious Medical Conditions or Exposures

The Centers for Disease Control (CDC), State and Local Health Departments, OSHA, United Technologies Corporation (UTC) Standard Practice -3 (SP-3) and Standard Work Instruction (SWI)-007 define the requirements for protecting employees from exposure to contagious medical conditions. The CSS Medical Procedure Guidelines for Potentially Contagious Medical Conditions or Exposures Procedure OH-9, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these standards and includes, but is not limited to, the following requirements:

- All employees will be trained and expected to follow Universal Precaution guidelines.
- Employees may be referred to their personal physician for further evaluation and return to work clearance.
- In order to minimize the potential exposure, the CSS Medical Professional and EHS Regional Manager will coordinate appropriate communications with branch management to the potentially affected population.
- The CSS Medical Professional will act as the focal point for potentially contagious medical conditions and exposure issues and will be responsible for the following:
 - Assessment and evaluation.
 - Obtaining recommendations from the CDC et al.
 - Notification of Carrier management and employees as well as Governmental agencies.
 - Recordkeeping and reporting.

ENVIRONMENTAL



ENVIRONMENTAL

Used Oil Management

EPA 40 CFR 261, 279 and UTC SP-11 define the requirements for used oil management. All these requirements shall be followed at all times by Carrier employees and subcontractors. The CSS Used Oil Management Procedure E-1, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with this standard and includes, but is not limited to, the following requirements:

- Centrifugal Chillers
 - The customer should maintain responsibility for the proper disposal of used oil.
 - When contract terms or other customer insistence requires Carrier to be responsible for removal of the used oil, Carrier will contract directly with a qualified vendor to pick-up used oil directly from the customer's facility. Oil is to be removed under the Customer's name and EPA ID number or CESQG status NOT Carrier's ID number.
 - The UTC approved vendor will supply the necessary testing, labels and seals for the drums.
 - Used oil from centrifugal chillers will not be transported back to CSS offices for disposal.
- Reciprocal Chillers
 - Used oil from the service of unitary equipment can be returned to the local CSS office for aggregation.
 - No more than 5 gallons can be transported at a time.
 - Used oil or other containers of less than 5 gallons must be transported in a sealed bucket or container suitable for chemicals, with a tight fitting lid. Buckets designed for spill clean up or spill kit buckets may be used. The bucket must be a DOT approved bucket with a "UN" labeling. If the container is not DOT approved or does not have a "UN" labeling a secondary bucket must be used.
 - At the CSS office, used oil storage will have secondary containment, be labeled "USED OIL" and be disposed of after 55 gallons are accumulated.
- Oil will be removed from equipment that is destined to be scrapped or otherwise disposed of.

Refrigerant Management

40 CFR – Chapter 1, Part 82, Canadian EPA, UTC SP-006 and ASHRAE 15 all define the regulations for servicing air conditioning and refrigeration appliances. All requirements shall be followed at all times by Carrier employees and subcontractors. The CSS Refrigerant Management Procedure E-2, in the CSS *Environmental Health & Safety Manual*, was developed to be in compliance with these regulations or standards and includes but is not limited to, the following requirements:

- The deliberate venting of refrigerants is strictly prohibited.
- Individuals who will service air conditioning or refrigeration equipment must have a valid USEPA certification or Canadian certification to do so.
- Technicians who perform work on HCFC-123 equipment are required to have a CSS HCFC-123 certificate.
- HCFC-123 conversion work will require a pre-approval from the BSS NA president and Legal Counsel, an ASHRAE 15 equipment room inspection and refrigerant monitoring as work takes place.
- A CSS customer certification form shall be completed when CSS sells or distributes refrigerant. Sales invoices will be kept for all transactions.
- A CSS certification form for the Purchase of Refrigerant shall be completed when CSS buys refrigerant.
- Refrigerant transportation and storage containers will be labeled with the EPA ozone depletion warning.
- Refrigerant recovery, reclaim and recycle equipment will meet the US-EPA standards.
- Only UTC/Carrier approved vendors will be used for the handling of refrigerant.
- Refrigerant will be removed from equipment that is destined to be scrapped or otherwise disposed of.
- Only DOT approved cylinders, stamped with a certification date less than five years old, shall be used for transporting refrigerant. Cylinders shall not be filled over 80% of their total capacity.
- **Where a system contains 50 pounds of refrigerant or more, a “Refrigerant Status Report” will be completely filled out for each job where refrigerant circuits are accessed.**
- All refrigerant recovery tools must be ARI certified tools (no homemade equipment).

- Never use refrigerant recovery equipment that is not labeled with a sticker which states: "This equipment is approved for Carrier personnel use on refrigerant".
- Refrigerant must be recovered from equipment while it is at the jobsite. Any exception must be approved by CSS Operations.
- Once you have recovered the refrigerant from a unit for disposal, you must affix a Refrigerant Removal Certificate – EHS-004 sticker.
- All refrigerant releases regardless of the quantity must be reported to the branch immediately.
- While servicing a 410a refrigerant circuit, use tools and equipment rated to handle the higher refrigerant pressures.

Waste Management

40 CFR Parts 260 – 268 and 279 of the Resource Conservation and Recovery Act (RCRA) and UTC SP-011 define the requirements for managing hazardous waste. The CSS Hazardous Waste Management Procedure E-3 in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these laws and include, but is not limited to, the following requirements:

- CSS customers are liable for the proper disposal of hazardous and other wastes generated at their site.
- Hazardous waste generated at job sites cannot be transported to a Carrier facility for subsequent disposal.
- Hazardous wastes that are generated at CSS facilities must be disposed of per 40 CFR Parts 260 – 268. Waste storage areas will have secondary containment and containers will be labeled.
- When disposing of a hazardous waste, CSS offices must contact their EHS Manager to review the process and ensure all regulations are complied with.
- Hazardous waste will not be stored for more than 90 days. See CSS EH&S Procedure E-3 for guidance.
- Only UTC approved vendors shall be used for disposal of CSS hazardous wastes or recommended to customers.
- Waste disposal records, e.g. POs, manifests, correspondence and quotes will be kept as permanent records.
- Universal waste will be managed as per the requirements in section 6.10 of procedure E-03.
- General waste should be recycled when possible.

Water Pollution Control

EPA defines the requirements of the National Pollutant Discharge Elimination System as part of the Clean Water Act and UTC SP-009 also defines Corporate water pollution control requirements. The CSS Water Pollution Control Procedure E-4, in the *CSS Environmental Health & Safety Manual*, was developed to aid in compliance with governmental and customer requirements.

- Direct water discharges may include, but are not limited to, roof drains, parking lot drains, floor drains, facility grounds and sink drains, etc.
- Typical water pollution sources include, but are not limited to, chemical wastes (lithium bromide), boiler blow down, cooling water, wash water (coil cleaner), condensates, etc.

- Indirect discharges include any of the above that are discharged into a sanitary sewer drain that discharges to a Publicly Owned Treatment Works (POTW) a.k.a., sewage treatment plant. Such discharges are subject to pretreatment standards under the General Prohibitions Procedure.
- Both direct and indirect discharges may require permits. All actual or potential discharges associated with CSS tasks to be performed at customer sites must be communicated to the customer using the appropriate MSDS. The customer shall evaluate each circumstance for permit compliance and must authorize all discharges. Authorization must be documented on the CSS customer service report (CRS) signed by a customer representative.
- If discharges are not authorized, the pollutants must be captured for customer disposal, or alternate methods must be used that will not generate a pollutant.

Disposal of Empty Containers and Used Rags

EPA 40 CFR Part 261 defines the requirements of the Resource Conservation and Recovery Act (RCRA) for managing hazardous waste while UTC SP-011 defines corporate requirements for managing hazardous waste. The CSS Procedure E-5 Disposal of Empty Containers and Used Rags in the *CSS Environmental Health & Safety Manual* was developed to be in compliance with these laws and includes, but is not limited to, the following requirements:

- Empty containers and rags are to be disposed of per federal, state and local regulations. See the CSS EH&S Procedure E-5.
- Empty containers or rags can be disposed of according to any customer requirements as long as they at least comply with all legal requirements.
- Containers are considered empty if all the material has been removed.
- Containers that have held hazardous materials or waste should be disposed of according to the Hazardous Waste section of this book.
- When rags are contaminated with solvents, paint or bromide, etc., they may be considered hazardous waste and need to be disposed of according to the Waste management section of this book.
- Rags can be sent to a laundry service, disposed of as hazardous waste and/or put in the trash if they are not hazardous waste
- If rags cannot be disposed of at a customer site, they must be transported and stored in a fireproof safety container approved by the NFPA.

Shipping of Hazardous Materials

Department of Transportation (DOT) 49 CFR 171 – 173 defines the requirements for the transportation of hazardous materials (Haz Mat). The CSS Hazardous Material Shipping Manual and the CSS Procedure E-6 Shipping of Hazardous Materials in the *CSS Environmental Health & Safety Manual*, were developed in compliance with the DOT standard and includes, but are not limited to the following:

- All employees who handle shipping and receiving of hazardous materials will receive annual DOT Awareness training. Function specific DOT training is required and retraining every 3 years minimum for employees that have the potential to ship hazardous materials.
- Hazardous Materials shipping papers will be retained on site for two years following the date of shipment (US only). Hazardous waste shipping papers will be retained for three years from the date of shipment (US only). Canadian recordkeeping policy requires permanent records of movement.
- The Materials of Trade (MOT) exception gives regulatory relief to companies that are not in the transportation business but need to transport small quantities of hazardous material in direct support of their principle business.
 - MOT allows 440 pounds of certain MOT materials in total aggregate with a maximum allowed cylinder weight of 220 pounds, to be transported in the original packaging without the DOT required paperwork and packaging requirements. See 49 CFR 173.6 and or the CSS Hazardous Material Shipping Manual for details.
- If the materials of trade exception cannot be used then the following must be done:
 - The hazardous material supplier will deliver the Haz Mat directly to the job site.
- Haz Mat will be shipped only by ground transportation.
- Small compressed gas sample shipment by air needs the written approval of the CSS EHS Manager or designee.

Spill or Release Response and Reporting

US-EPA 40 CFR, State, Local, Provincial and United Technologies Corporation (UTC) define the requirements for the reporting and response to spills or releases. The CSS Procedure E-7 Spill/Release Response and Reporting Requirements in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these laws and include, but is not limited to, the following requirements:

- Spills and releases include liquids, solids and gases. The spill or release can be to the air, water or soil directly or indirectly. For example, a chemical is spilled on a roof and washed, by rain to the soil, a stream or sewer.
- If the spill cannot be contained quickly and safely, evacuate to a safe distance, control access to the area and notify any CSS EHS Manager, your supervisor and or branch manager immediately.
- Incident investigations will be completed for spills and releases. Reference form 10.9 on the Daily Reference Guide.
- Employees will use personal protective equipment (PPE) as prescribed by the CSS PPE Quick Reference Guide when cleaning up spills or releases.
- Spill clean up waste materials will be disposed of according to US-EPA, State, Provincial and UTC requirements.
- The US-EPA, State and local governmental agencies as well as United Technologies Corporation (UTC) and Carrier have spill/release reporting requirements that will be complied with.

New or Modified Sources

EPA 40 CFR, CAA Parts 1-6, CWA 100-148, RCRA 260 – 260-262 and 279, OSHA 29 CFR 1910.120 and UTC CS Standard Practices define the requirements for new and modified pollution sources. The CSS Procedure E-9 New and Modified Sources in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these laws or requirements and include, but is not limited to, the following requirements:

- Any new or existing machine, process or other entity that emits, generates or has the potential to emit or generate waste water or air emissions must be evaluated prior to disposal, discharge, installation, modification or alteration.
- Before any new chemical, Carrier owned machinery or waste is purchased, disposed, combined, modified, moved or taken out of service contact the CSS Regional EH&S Manager.

- New or modified source evaluation will determine if the chemical emission, discharge, disposal material or new chemical are subject to any governmental regulation or United Technology Corporation (UTC) requirement.
- CSS is subject to a partial list of banned chemical(s) which include the following:
 - 1, 1, 1, Trichloroethane
 - All class 1 ozone depleting substances (excluding refrigerants)
 - 1, 1, 2 Trichloroethylene
 - Methylene Chloride
 - Carbon Tetrachloride
 - Perchloroethylene
 - Methyl Ethyl Ketone
 - Cadmium

GENERAL EH&S TOPICS



GENERAL EH&S TOPICS

EHS Document Signature Authority

Carrier procedures and Standard Work Instructions - EHS-0-016 defines the requirements of the signature authority. The CSS Procedure EHS-01 EHS Document Signature Authority in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these requirements and include, but is not limited to, the following requirements:

- The Regional Operations Manager will sign permit applications.
- The Regional EHS Manager will sign chemical inventory reports and routine correspondence with regulatory agencies that do not involve non-compliance.
- For non U.S. sites follow the local requirements for your Country.
- If there are questions contact the Sr. EHS Director or Business Unit Legal representative.
- If there are no requirements the documents must be signed by the Regional Operations Manager level or higher.

Regulatory Inspections and Visits

Carrier procedures define the requirements for regulatory inspections and visits. The CSS Procedure EHS-2 EHS, Regulatory Inspections and Visits, in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these requirements and includes but is not limited to the following:

- Request the inspector's identification; notify CSS operations and EHS management of the inspection.
- Under no circumstances is the inspector to be unescorted during the visit.
- Conduct the opening conference with the inspector and take notes of the discussion.
- Review the CSS safety and security rules with the inspector and then proceed directly to only the area in question.
- During the inspection take notes and take corrective actions on any issued identified by the inspector.
- Take photographs and samples in tandem with the inspector.
- Conduct the closing conference and take notes of the proceedings.
- Post inspection follow up actions will be completed as soon as possible.
- All written correspondence should be sent via certified return mail.

New Chemical Approval

US-EPA 40 CFR, State, Local, Provincial, Carrier and United Technologies Corporation (UTC) define the requirements for the approval of new chemicals. The CSS Procedure EHS 03 New Chemical Approval in the *CSS Environmental Health & Safety Manual*, was developed to be in compliance with these laws and include, but is not limited to, the following requirements:

- **Fourteen days prior to the purchasing a new chemical the person requesting the new chemical must obtain a MSDS from the manufacturer.**
- **Once the new chemical requestor has the MSDS they must complete the EHS 03 F form, attach the MSDS and send it all to the Branch Manager.**
- **The MSDS and New Chemical Approval Form (EHS 03F) will be forwarded to the Regional EHS Manager for evaluation.**
- **Evaluation criteria will include but is not limited to the following: SARA 313, HAP, VOC, health risk, storage, use and ODS class, e.g. no class I ODS will be approved and limited class II ODS may be approved.**
- **There is a list of Materials of Concern (MOC) that is part of this EHS procedure and this list must be reviewed as part of the evaluation process.**
- **If approved the purchaser will be notified and the EHS 03 F form will be sent back to the Branch. The EHS 03 F will be kept on file for 5 years.**

EHS Records Management

US-EPA, OSHA and State, Local, Provincial and United Technologies Corporation (UTC) define the requirements for EHS Records Management. The CSS Procedure EHS 04 EHS Records Management in the CSS *Environmental Health & Safety Manual*, was developed to be in compliance with these laws and include, but is not limited to, the following requirements:

- **This procedure is specific to the transfer, storage, retrieval and disposition of EHS records at Carrier Corporation.**
- **There is a Records Retention Schedule that is part of this EHS procedure and this schedule must be reviewed to obtain what is retained, by whom, the owner of the record, the security level and retention period. The Records Retention Schedule is available at <http://cybercool.utc.com/vgn-ext-templating-car/v/index.jsp?vgnextoid=2f890fd8c41a7110VgnVCM1000006981000aRCRD>.**
- **Any changes to the records retention schedule must be presented to the Corporate Records Manager for review and approval. Changes will be communicated as updates to the Records Retention Schedule.**
- **The Corporate Records Manager can be reached (315) 432-3804.**



When Dr. Willis Carrier began in the air conditioning industry in 1902, little did he know the tremendous impact it would have on our daily lives.

As a global citizen, Carrier recognizes the vital importance of maintaining a responsible balance between the comfort we create today and the world we live in tomorrow. Carrier is an industry leader in energy efficiency, dedicated to creating environmentally sound products and solutions that fulfill our customers' demands while preserving our precious natural resources.

Carrier's comprehensive line of chillers are the most environmentally responsible equipment available today. Carrier's Evergreen® positive-pressure centrifugal chillers achieve the industry's highest efficiency levels while utilizing a chlorine-free, nonozone depleting refrigerant.

Carrier Sales and Service, a division of Carrier Corporation, offers unique solutions to your equipment and service needs.

You are assured of consistent, high-quality, customized, single-source HVAC building services from Carrier. As your service partner, Carrier is ready to service your equipment backed by over 75 years of service experience, national service capabilities and the latest technologies.

Therefore, Carrier's environmentally-friendly equipment combined with quality service is your assurance of long-term inside comfort and an outdoor environment for enjoyment tomorrow.



Products

COOLING

- Absorption Chillers
- Reciprocating Chillers
- Rooftop Units
- Heat Pumps
- Refrigerant Management Systems
- Centrifugal Chillers
- Packaged Units
- Split Systems
- Screw Chillers
- Refrigerant Containment Products

HEATING

- Furnaces
- Packaged Heating Units
- Heat Pumps
- Packaged Rooftop Heating Units

AIR & WATER DISTRIBUTION

- Central Station Air-handling Units
- Fan Coil Units
- VAV Terminals
- Linear Slot Diffusers
- Water Source Heat Pumps

CONTROLS

- i-Vu Open Protocol BMS (BACnet)
- Carrier Comfort Network
- Demand Control Ventilation Systems
- Zoned Comfort Systems "3V"
- Chiller Plant Optimization Controls
- Remote Monitoring Systems (Web Based)

Services

- Comprehensive Turnkey Replacement
- Service Agreements
- Control Services
- Non-Destructive Services
- Retrofit & Upgrade Services
- Refrigerant Containment Services
- Refrigerant Conversions
- Start-Up/Commissioning
- Emergency Service
- Energy Solutions
- Repair Services
- HVAC Replacement Parts
- Tube & Chemical Analysis
- Indoor Air Quality Services
- Remote Monitoring Service
- Temporary Heating, Cooling and Power
- Financing Solutions
- Power Solutions



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	9	9	5
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
375	332
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	22	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	1	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Carrier Corporation

Street 5900 Northwoods Business Parkway

City Charlotte State NC Zip 28269

Industry description (e.g., Manufacture of motor truck trailers)
Air conditioning system service provider

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1711

OR North American Industrial Classification (NACIS), if known (e.g. 336212)
238220

Employment information

Annual average number of employees 1,340

Total hours worked by all employees last year 3,035,820

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Paul Alexander Company executive EHS Manager Title

(510) 833-3501 Phone 1/8/2021 Date



CARRIER CORPORATION GENERAL INFORMATION

Address & Phone	13995 Pasteur Blvd., Palm Beach Gardens, FL 33418 (561) 365-2000
Ownership Structure	Carrier Corporation is owned by Carrier Global Corporation, a publicly traded corporation (NYSE: CARR). Carrier Global Corporation-100%
Type of Services Offered by Carrier	Heating, ventilation, air-conditioning and controls, services, and sustainable solutions for residential, commercial, industrial applications.
History of Carrier Corporation	Carrier Global Corporation engages in the heating, ventilating and air conditioning (HVAC), refrigeration, and fire and security solutions businesses. Its HVAC segment provides air conditioners, heating systems, controls, and aftermarket components for residential and commercial customers which include the Automated Logic, Bryant, Carrier, CIAT, NORESKO, and Riello brands; and aftermarket repair and maintenance services and building automation solutions.
Annual Reports	Carrier Corporation financials are reported on a consolidated basis with Carrier Global Corporation at https://ir.carrier.com/financials/sec-filings or www.sec.gov
Bankruptcy	Carrier Corporation has never filed for bankruptcy

REFERENCES:

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Fax: 703-442-3111
randy.gaines@hilton.com

Honeywell Building Solutions

Mark Bramwell
Commodity Leader, Strategic Sourcing - Americas
1985 Douglas Drive N.
Golden Valley, MN 55422
Office: 763.954-5614
Mobile: 952-818-1165
mark.bramwell@honeywell.com



Quality Assurance of Products & Services

In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project.

Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery.

In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers.

What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets.

The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction.

The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required.

For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented.

In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals.



The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance.

Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints.

There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required.

Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.



NORTH AMERICA
CARRIER
COMMERCIAL
SERVICE

AGENDA



Introduce Carrier
Commercial Service



Understanding of what's
important to you and
your business



Determine if we are a fit



Develop a schedule
of events

OUR HISTORY

Weathermakers to the World



1902

Willis Carrier invented modern air conditioning in Brooklyn, NY



1914

Air conditioning became an international phenomenon, with important installations of equipment designed by Willis Carrier all over the world



1928

The Milam Building in San Antonio, Texas was the first skyscraper to install comfort cooling as it was built



1998

Willis Carrier is named one of Time magazine's "100 Most Influential People of the Century"



2020

TIME names Carrier OptiClean™ a Best Invention of 2020

TIME NAMES CARRIER'S OPTICLEAN™

A BEST INVENTION OF 2020

Carrier's OptiClean dual-mode air scrubber and negative air machine was named one of TIME's Best Inventions of 2020. This prestigious annual list recognizes 100 ground-breaking inventions that are making the world better and smarter.

Developed through rapid innovation in early 2020 to help support infectious isolation rooms in hospitals, the OptiClean was honored in the Medical Care category. As an air scrubber, OptiClean can also improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more.



COMMERCIAL MARKETS



HEALTHCARE

EDUCATION

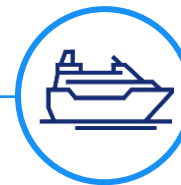
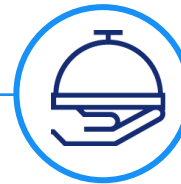
RETAIL

MANUFACTURING
+ INDUSTRIAL

HOSPITALITY

COMMERCIAL BUILDINGS

MARINE



CARRIER COMMERCIAL SERVICE



HVAC Service Organization

900+

QUALIFIED, HIGHLY-TRAINED
TECHNICIANS



US + CANADA
SERVICE LOCATIONS

24/7/365

CUSTOMER SERVICE
SUPPORT

**SERVICE
MAINTAIN
RETROFIT
UPGRADE**

EQUIPMENT & SYSTEMS



**SERVICE
ALL BRANDS**
OF HVAC EQUIPMENT



CULTURE OF
**SAFETY, ETHICS,
& TRAINING**

WHERE WE ARE



RENTAL SYSTEMS



WHAT WE DO

All-Inclusive & Flexible Solutions



SERVICING ALL BRANDS

CARRIER SERVICES



All types and brands of HVAC equipment



All brands of controls



Building management systems

BENEFITS

1

Eliminates the need for multiple vendors

2

Professional factory-trained technicians who receive continuous training

3

Ensures consistent equipment performance and comfort



CUSTOMER EXPERIENCE PROGRAM

Our new Customer Experience Program features a Net Promoter Score (NPS) survey designed to better understand customer satisfaction and create actionable plans to ensure consistent, excellent service.

Surveys will be sent a few times per year and will take just a few minutes to complete. Questions will be related to your previous experience with Carrier and will be quick to answer. On occasion, email survey follow-ups may be sent after specific interactions with Carrier.

As we continue to grow and refine our customer interactions, we appreciate your candid feedback.





Preventive, Predictive, and Proactive Maintenance

Maximize performance, protect your investments and maintain your HVAC budget with the customizable BlueEdge™ service platform. Carrier helps you create a plan that ensures your equipment's peak performance and longevity.

BLUEDGE SERVICE OFFERINGS



Customer Portal – Easy to view asset-related documents and contract coverage and request on-demand service



BluEdge Digital– Improve productivity with real-time health notifications and advanced analytics on all your connected HVAC assets



BluEdge Command Center – 24/7/365 monitoring by HVAC-experts for proactive solutions to reduce unplanned downtime



Optimization Solutions – Full range of specialized services to consistently deliver desired outcomes



Advanced Analytics – Access to full range of OEM algorithms that help you manage, monitor, predict and optimize equipment health and performance



First Year Service Contract – With the purchase of qualifying equipment, Carrier provides inspections and remote monitoring during the first year standard warranty period.



BluEdge Digital

- Data on-demand
- Intuitive calls to action
- Portfolio view of multiple assets



Carrier Equipment Dashboard

- Data trending and performance correlation for improved decision making
- The right service at the right time

BLUEDGE SERVICE PLATFORM

PREVENTIVE

FULL COVERAGE

CORE		ENHANCE		ELITE	
 CORE		 ENHANCE		 ELITE	
An economical solution for customers with IoT-enabled equipment that collects real-time data to improve staff efficiency and reduce unplanned downtime.		Complete preventive maintenance and technical expertise including proactive monitoring of health, efficiency and performance with actionable insights to identify opportunities for reducing operating costs and avoiding failures.		Our Elite plan is the ultimate worry-free, peace of mind program for clients; achieving building comfort, efficiency and operational goals with Carrier turn-key solutions powered by predictive analysis and EOM expertise.	
BluEdge Digital*	✓		✓		✓
24/7 Emergency Support & Prioritization	✓		✓		✓
Operational Inspections	✓		✓		✓
Annual Maintenance	—		✓		✓
On-site Predictive Maintenance	—		+		✓
IAQ Offering	—		+		+
Preventive Maintenance Options	—		+		+
Unscheduled Repairs, Parts & Labor	—		—		✓

✓ INCLUDED + ADD ON — NOT INCLUDED

*BluEdge Digital Core is included with all Service Agreement levels.

*Applicable only for compatible chillers.

BLUEDGE DIGITAL

		CORE	ENHANCE	ELITE
VISUALIZE	Online service contract management	✓	✓	✓
	OnDemand service request	✓	✓	✓
	Web/mobile real-time chiller dashboards	✓	✓	✓
	Performance and vibration reports	✓	✓	✓
	Prioritized alarm and alert notifications	✓	✓	✓
ADVISE	Remote monitoring health reports		✓	✓
	Proactive maintenance recommendations		✓	✓
	Portfolio analytics & benchmarks		✓	✓
OPTIMIZE	SMART Predictive dispatch			✓
	Plant room energy audits			✓
	Continuous vibration monitoring			✓



The SMART cloud collects and analyzes the data



Your connected equipment provides status updates to Carrier



After analysis, remote experts develop tailored solutions

How BluEdge Digital Works



Carrier Service dispatches to address identified solution



Carrier delivers the results and recommendations for action

HEALTHYBUILDINGS

Carrier offers an expanded suite of advanced solutions to help deliver healthier, safer, more efficient and productive indoor environments across key verticals. From products to improve indoor air quality and remote services to manage ventilation, to touchless solutions in public spaces, Carrier is redefining the spaces of the future, today.

Assessments

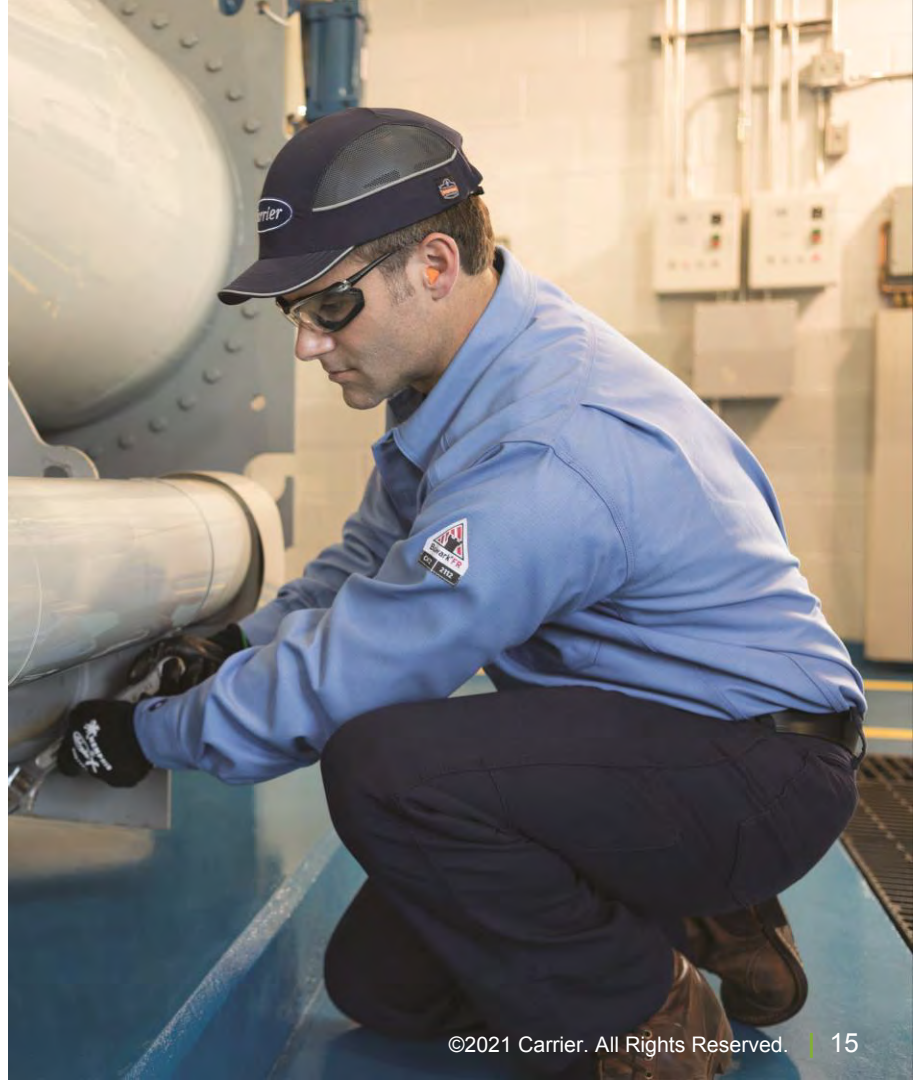
Our experts take time to understand how each building is performing and identify areas for improvement, with assessments covering indoor air quality, wellness, security and more.

Operations

To help ensure performance and facilitate continuous optimization, we enhance buildings with advanced controls and digital solutions and services, including remote management and monitoring.

Upgrades

We can implement a range of solutions to improve building performance and the overall health of the people inside with upgrades to HVAC, fire safety, security and building controls.



CARRIER HEALTHY BUILDING SERVICES



**Safe Start
Service**



**Emergency
Assets**



**Indoor Air Quality
Assessment**



**Wellness
Services**



**Remote Energy
Management**



**Remote Airside
Management**



**Security
Services**



**Advanced
Access Services**



Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Provide the minimum information as listed for your product categories on the following classifications of product:

➤ **HVAC Refrigeration**

- Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating, Absorption)
- Cooling medium (e.g., air, water)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (KW/Ton)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Indoor Air Quality Products and Devices**

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)
- Brand Name(s)
- Capacity Range
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Unitary**

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
- Brand Name(s)
- Capacity Range
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)

- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Air handling**

- Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)
- Brand Name(s)
- Fan Types (e.g. Backward incline, Forward curve, airfoil)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Air Terminal Devices and Heating Products**

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
- Brand Name(s)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **DDC Controls**

- Type (core components, end devices, lighting, panels) Brand Name(s)
- System Protocol (BACnet, LonWorks, Proprietary or Combo)
- LAN Communication Structure (Peer-to-peer, Polling)
- Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
- Third party interface (Drivers and Gateways)
- Remote alarm and message capabilities
- Standard Warranty (Parts & Labor)

- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Detail Features & Benefits

➤ **Cooling Towers**

- Type (e.g., open, closed, evaporative, other)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Pumps**

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
- Brand Name(s)
- Capacity Range (GPM)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Invertors**

- Brand Name(s)
- Capacity Range (HP)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Boilers & Water Heaters**

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Capacity Range (MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **HVAC Specialty Products**

- Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Capacity Range (CFM and/or MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Equipment Parts and Supplies**

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
- Brand Name(s) stocked
- Location of stocking parts
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Percentage of locally stocked parts to delivered parts
- Detail Features & Benefits

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

➤ **Startup & Commissioning Services**

- Define process for validation of system or equipment operation to design
- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

➤ **Service & Maintenance**

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
- Define processes for each type of service and/or maintenance of the system or the equipment
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

➤ **Installation and Turnkey Contracting**

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
- Define processes for each type install of the system or the equipment
- Bonding and licensing capabilities
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

➤ **Warranty Services**

- Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
- Define processes for each type of warranty
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

➤ **Energy Services**

- Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)
- Define processes for each type of energy services
- Certifications of personnel
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

➤ **Equipment Rentals**

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
- Brands available
- Locations of rental fleet
- Process of accessing rental fleet during disaster event
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

➤ **Financial Services**

- Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
- Describe type of each funding and availability
- Funding Sources (internal and/or external)
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

➤ **Professional Services**

- Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)
- Describe type of each professional service and availability
- Licensing and certification capabilities
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

➤ **Site Surveys**

- Type (e.g., Equipment, system analysis, operational, architectural and other)
- Describe type of survey
- Licensing and certification capabilities
- Advanced technology uses for each type of survey
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

NCPA HVAC RFP Tab 5 - Products & Services

- Topic
- HVAC Refrigeration -
- Indoor Air Quality Products & Devices
- Unitary
- Air Handling
- Air Terminal Devices & Heating Products
- DDC Controls - Carrier i-Vu System
- DDC Controls - Automated Logic, subsidiary of Carrier Corp*
- Cooling Towers
- Pumps
- Invertors
- Boilers & Water Heaters
- Boilers - Riello, subsidiary of Carrier Corp*
- HVAC Specialty Products
- Equipment Parts & Supplies
- Startup & Commissioning Services
- Service & Maintenance
- Installation & Turn-key Contracting
- Warranty Services
- Energy Services - *NORESCO, subsidiary of Carrier Corp*
- Equipment Rentals
- Financial Services
- Professional Services
- Professional Services, subcontracted partner*
- Site Surveys

- Information
- <https://www.carrier.com/commercial/en/us/>
- www.corporate.carrier.com/healthybuildings/
- www.carrier.com/carrier/en/worldwide/
- www.carrier.com/carrier/en/worldwide/
- <https://www.riello.com/north-america/>
- www.carrier.com/commercial/en/us/products/controls/
- <https://www.automatedlogic.com/en/>
- Available via open market
- Available via open market
- Available via open market
- Available via open market
- <https://www.riello.com/north-america/>
- www.carrier.com/carrier/en/worldwide/
- <https://www.rchvacparts.com/>
- <https://www.carrier.com/commercial/en/us/service/operate-service-and-protect/start-up-and-extended-warranty/>
- <https://www.carrier.com/commercial/en/us/service/operate-service-and-protect/prevent-and-predict/>
- <https://www.carrier.com/commercial/en/us/service/retrofit-and-optimize/equipment-replacement-solutions/>
- <https://www.carrier.com/commercial/en/us/service/operate-service-and-protect/start-up-and-extended-warranty/>
- <https://www.noresco.com/>
- <https://www.carrier.com/rentals/en/us/>
- Carrier does not offer early pay discounts, volume discounts or project funding at this time. See NORESKO for energy savings funded projects
- Carrier is partnered with Cromwell Architects Engineers for professional building services. We can also use customer preferred vendors as well.
- <https://cromwell.com/>
- Site surveys are typically conducted by the local Carrier Service office. Depending on the level of request, an engineering partner may be solicited.



NCPA RFP for

HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services

RFP 32-21

Value Added

Built on Willis Carrier's invention of modern air conditioning in 1902, Carrier is a world leader in HVAC solutions. We constantly build upon our history of proven innovations with new products and services that improve global comfort and efficiency.

Carrier brings a number of products and services which add a tremendous amount of value to our customers, the following are just a few of the ways we provide top tier equipment and services.

Healthy Buildings – Carrier's Healthy Buildings Program provides an expanded suite of advanced solutions to help deliver healthier, safer, more efficient and productive indoor environments. Follow this link for additional information – [Carrier Healthy Buildings](#)

The fight against COVID-19, The Carrier OptiClean Air Scrubber, one of [TIME's 100 Best Inventions of 2020](#). Right now, the world is more focused than ever on ways to reduce airborne contaminants, including particles containing viruses. With more than a century of expertise in indoor environments, we are committed to being part of the solution. With OptiClean Air Scrubber, everyone at our customers facilities will know we care about the air they breathe. Read about OptiClean [here](#).

BluEdge Digital Services – Maximize performance, protect customer investments and maintain budgets with the customizable BluEdge service platform. Carrier helps customers create a plan that ensures peak performance and longevity from their HVAC equipment. Learn about BluEdge [here](#).

This is just a small example of the added value Carrier brings to its customers. These items and much more will be marketed directly to the NCPA membership. We will work directly with NCPA representatives on positioning and delivery to the membership group.

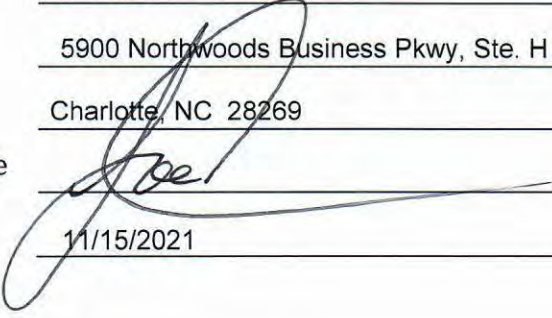
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Carrier Corporation</u>
Print Name	<u>Joe Ison</u>
Address	<u>5900 Northwoods Business Pkwy, Ste. H</u>
City, State, Zip	<u>Charlotte, NC 28269</u>
Authorized signature	<u></u>
Date	<u>11/15/2021</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

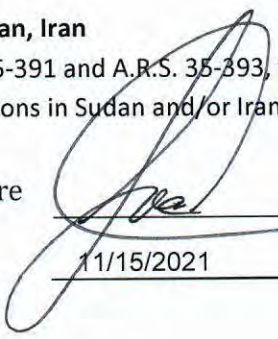
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date

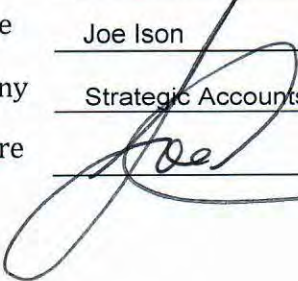


11/15/2021

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Carrier Corporation</u>
Address	<u>5900 Northwoods Business Pkwy, Ste H.</u>
City/State/Zip	<u>Charlotte, NC 28269</u>
Telephone No.	<u>501-529-9688</u>
Fax No.	<u></u>
Email address	<u>joseph.e.ison@carrier.com</u>
Printed name	<u>Joe Ison</u>
Position with company	<u>Strategic Accounts Manager</u>
Authorized signature	<u></u>

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>