DeKalb County
School District

Signature Routing Form

AOM Initials: ________

For Superintendent's Approval/Signature

Date: 12/11/2025

Division Head: Erick Hofstetter (Operations) Initials: EH

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: Participating Agreement – Omnia Contract with Carrier Corporation

From (if other than Division Head): Click here to enter name & department.

Legal Review: ☐ NO ☑ YES

BOE Approval: ☐ NO ☑ YES

Charge Code: 100.2600.543000.00011.7620.9990.8013.040.0000

Notes: Participating Agreement – Omnia Contract with Carrier Corporation
Not to Exceed $ 150,000.00 BOE – November 10, 2025

Summay of Services – HVAC Control Systems, Equipment, Installation Services

***DEADLINE** and **DUE BY** AREAS ARE FOR URGENT ITEMS ONLY*

Deadline: Choose an item.

Due by: Click here to enter a date.

Return documents to: Crystal Holley Ext. 61440/Kea Arthur

For Superintendent's Office Use Only

Date received: 12/12/25 **Date returned:** 12/16/25 **Processor's Initials:** SMc

DeKalb County
School District

DATE RECEIVED: ____________

MATTER ASSIGNED TO: ________

Request for Legal Assistance
DCSD Office of Legal Affairs

ATTORNEY – CLIENT COMMUNICATION

PLEASE SUBMIT COMPLETED REQUEST FORM TO
DCSD OFFICE OF LEGAL AFFAIRS.

*** This request is a confidential communication and should be treated as such ***

DESCRIPTION OF REQUEST

Title of Item/Topic: Legal Review and Approval – Board Agenda Item
(e.g., contract review, policy matter, etc.)

Date of request: 10/10/2025 **Due Date:** 10/17/2025 *3 to 5 business days)*

Background information/Detail: **Contract Award- Cooperative Agreement ~ OMNIA Partners Cooperative/Region 14 Education Service Center (ESC) Agreement~ Carrier Corporation ~ HVAC and Building Control Systems, Equipment, Installation, and Related Products and Services Contract Number #159051~ Not to Exceed $150,000.00.**

PROCUREMENT DETAILS (if applicable)

Include details confirming that all applicable DCSD procurement policies and requirements have been adhered to: ______________________________

____

SUPPORTING DOCUMENTATION

Please attach/include any additional supporting documentation that are relevant to your request.

Description of supporting documentation, if any ______________________________

REQUIRED AUTHORIZATION

Requested by: Darlene Y. Hughes, Esq

Email: darlene_hughes@dekalbschoolsga.org **Telephone:** 678-676-1447

Department: Operations Division

Cabinet Member authorizing the request: Erick Hofstetter

LEGAL APPROVAL

Approved as to form by the DCSD Office of Legal Affairs? ☑ Yes ☐ No

-OR- (check one only)

Approved as to form by Outside Legal Counsel? ☐ Yes ☐ No

***Referrals to Outside Legal Counsel must be coordinated and approved by the DCSD Legal Dept.**

Approving Attorney (and law firm if Outside Counsel) ______________ HEH

Comments: ______________________________

DeKalb County
School District

Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer
Division of Operations

FROM: Dr. Norman C. Sauce III, Acting Superintendent
Office of the Superintendent

DATE: November 10, 2025

RE: Contract ~ Cooperative Agreement ~ OMNIA Partners Cooperative/Region 14 Education Service Center (ESC) Agreement ~ Carrier Corporation ~ HVAC and Building Control Systems, Equipment, Installation, and Related Products and Services Contract Number #159051 (Not to exceed $150,000)

At its business meeting on Monday, November 10, 2025, the DeKalb Board of Education approved the use of the cooperative agreement, OMNIA Partners Cooperative /Region 14 ESC Contract #159051, between DeKalb County School District ("DCSD") and **Carrier Corporation** for the preventative maintenance and repair of DCSD owned portable HVAC units and services in accordance with the terms and conditions contained therein not to exceed **$150,000.**

Please take appropriate action to affect this directive of the Board.

NCS:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance

Ms. Latrice Brown-Shropshire, Purchasing Assistant, Division of Finance

DEKALB COUNTY SCHOOL DISTRICT PARTICIPATING AGREEMENT TO OMNIA CONTRACT NO. 159051 WITH CARRIER CORPORATION

DCSD:	**DeKalb County School District**
Address:	**Sam A. Moss Service Center** **1780 Montreal Rd., Tucker, Georgia 30084**
Phone No.:	**678-676-1422**
DCSD's Representative:	**Keith Singleton, Director of Business Services**
Vendor:	**Carrier Corporation**
Address:	**13995 Pasteur Blvd** **Palm Beach Gardens, FL 33418**

THIS PARTICIPATING AGREEMENT (this "Agreement") is entered into as of the last day signed below by the DeKalb County School District ("DCSD") and Carrier Corporation ("Vendor").

WHEREAS, Vendor and Region 14 Education Service Center are parties to that certain Master Agreement for HVAC and Building Control Systems, Equipment, Installation, and Related Products and Services, Omnia Contract No. 159051, dated January 1, 2025 (the "Master Agreement"); and

WHEREAS, DCSD is seeking to purchase routine preventative maintenance and repair services for district-owned portable HVAC units (the "Work") from Vendor under the same terms and conditions provided for in the Master Agreement, except to the extent expressly modified in this Agreement.

FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, DCSD and Vendor hereby agree as follows:

1. **CONTRACT DOCUMENTS:** The term "Contract Documents" as used herein shall mean all of the following which are hereby incorporated and made a part of this Agreement. In case of conflict between the document terms, order of control for the documents shall be as follows:

   A. This Agreement;
   B. Any Purchase Orders issued pursuant to this Agreement from time to time;
   C. Any extensions or amendments of the Master Agreement **(Exhibit "A")**; and
   D. The Master Agreement **(Exhibit "B").**

The Contract Documents constitute the entire and exclusive agreement between DCSD and Vendor with respect to the Work, and supersede any and all prior discussions, communications, representations, negotiations or agreements between them with respect to the Work. The Contract Documents are complementary and are to be read as a whole. Any work, labor, materials or equipment that may be required, implied or inferred by the Contract Documents as being required to produce the intended result shall be provided by the Vendor for the Contract Price. Vendor will be held to the highest service standards found within any of the Contract Documents.

2. LIMITS ON AGREEMENT PRICE AND SCOPE OF WORK: Vendor acknowledges and agrees that this Agreement is for a price no greater than One Hundred Fifty Thousand and 00/Dollars ($150,000.00 USD). Vendor agrees not to subdivide projects in an effort to evade the provisions of such law. As a condition precedent to all required payments under this agreement, the Vendor shall submit to DCSD for review and approval, invoices detailing the specific work to be performed for which payment is requested, in a form acceptable to DCSD. Required payment under this Agreement shall only be for actual work performed by the Vendor and shall only be pursuant to invoices reviewed and approved by DCSD.

3. TERM: The term of this Agreement is for a twelve-month period commencing on the date the last party signed (the "Initial Term"). In addition to the Initial Term, this Agreement also contains three (3) one-year optional renewal periods through December 31, 2029 (each, a "Renewal Term" and, collectively with the Initial Term, the "Term"), which option may be exercised by DCSD solely in its discretion and upon the receipt of such approvals from the Dekalb County Board of Education as may be required. The renewal options are expressly contingent upon the Master Agreement being in effect and active at the time of renewal. The Term is subject to the term of the Master Agreement and shall be shortened according to the provisions and extensions therein. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of DCSD at the end of the calendar year in which it was executed; provided, however, that this Agreement shall be automatically renewed unless DCSD delivers a notice of non-renewal to Vendor at least thirty (30) days prior to the end of such calendar year, unless this Agreement has otherwise been terminated as provided herein. At the end of the Term, DCSD may elect to have Vendor complete any open Purchase Order or terminate such Purchase Order, in DCSD's sole and absolute discretion. DCSD reserves the right to terminate this Agreement at any time for its convenience upon thirty (30) days written notice to Vendor.

4. VENDOR'S GENERAL RESPONSIBILITIES:

A. In addition to the Vendor's duties, obligations and responsibilities set forth elsewhere in the Contract Documents, pursuant to this Agreement, Vendor shall:

(1) at all times give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work, and promptly notify DCSD if it observes any Work which conflicts with any such requirements;

(2) pay all sales, consumer, use and similar taxes for the Work as required by law;

(3) supervise and direct the Work efficiently and with its best skill and attention, using such means, methods, techniques, sequences and procedures as Vendor deems appropriate, and perform the Work in compliance with the terms and conditions of the Contract Documents and the standard of care applicable to services of the type, scope and complexity to be performed hereunder;

(4) provide adequate, competent, suitably qualified personnel, labor supervision, equipment, materials, transportation, machinery, tools, appliances, fuel, utilities, sanitary facilities and all other facilities and incidentals necessary or required to perform the Work;

(5) provide all materials and equipment to be installed in the Work, which shall be new and in first class condition and which shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor;

(6) be fully responsible to DCSD for all acts and omission of any Subcontractors and suppliers or other persons directly or indirectly involved in performing the Work, and ensure that all such Subcontractors and suppliers are paid for such work, and indemnify and defend the DCSD from any claims with respect thereto;

(7) be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including all necessary precautions for the safety and protection of, all employees on the Work and others who may be affected thereby, including other structures and areas adjacent to or on or about the Site; and

(8) cooperate with DCSD's designated representative, provide any requested information and meet, consult and coordinate the Work with DCSD's representative.

B. Vendor Personnel:

(1) Vendor shall maintain strict discipline among all personnel employed on DCSD grounds, and no person under the influence of drugs or alcohol shall be allowed on DCSD grounds, nor shall any person employed on DCSD's property have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, fighting, or the wearing of clothing containing vulgar, immoral or unwholesome words or images or promoting the same, shall not be permitted or allowed. No employee, Subcontractor or representative of Vendor shall use any tobacco product while on DCSD grounds.

(2) Vendor administrators will provide supervision and training of Vendor personnel. All personnel hired or assigned by Vendor shall be Vendor employees for all purposes and not DCSD employees for any purpose. Vendor shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, all applicable employee and employer taxes and deductions, Social Security taxes, and Medicare taxes, as required by law, and

providing general liability insurance coverage covering Vendor and its employees, contractors, and agents under this Agreement, with Limits of Liability as set forth herein, and workers compensation insurance; (iii) supervising, evaluating, promoting and disciplining its employees; (iv) managing the employees' conduct, including the method by which the employees carry out their work; and (v) complying with the Federal Work Authorization Program.

(3) Vendor employees will not accrue any sick leave or other benefits from DCSD and will not be subject to DCSD's Complaints and Grievances Procedures found in District Board Policy or be subject to the due process provisions of O.C.G.A. § 20-2-940 et. seq. as these individuals are not District employees.

(4) Vendor and its employees, agents, contractors or other such personnel shall be independent contractors of DCSD and do not have the ability or the authority to make obligations on behalf of DCSD.

(5) If DCSD believes that the performance or conduct of any person employed or retained by Vendor to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, DCSD will notify Vendor, identifying the conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by DCSD, if any. Vendor will promptly address the performance or conduct of the reported person in accordance with Vendor's disciplinary policies.

(6) Vendor must identify any individuals providing services to DCSD who are drawing retirement from the Georgia Teacher Retirement System (TRS). Vendor is responsible for any and all penalties and interests that may be assessed by TRS for any work performed by Georgia TRS retirees. Vendor shall indemnify and hold DCSD harmless from and against any claims related to Georgia TRS.

C. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Vendor, the Vendor will indemnify and hold harmless DCSD and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss of expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to extent caused by the negligent acts or omission of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation will not be limited by a limitation on amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

5. DCSD'S RESPONSIBILITIES: The DCSD shall have the right, at its sole discretion, to demand and require that Vendor remove any employee or Subcontractor working on any project and to replace the same, without cost or liability to DCSD.

6. TERMINATION OF THE AGREEMENT: Either party may terminate this Agreement upon the occurrence of any material breach by the other party to this Agreement by giving written notice of such breach to the breaching party, which notice shall describe the alleged breach. This Agreement will terminate after the receipt of such notice unless the breaching party has cured such breach within ten (10) days from its receipt of such notice or, in the event said breach cannot be cured within ten (10) days, has failed to commence and diligently pursue curing of said breach. In addition, the DCSD may terminate this Agreement for its convenience at any time and for any (or no) reason upon thirty (30) days written notice to Vendor. In either case, all outstanding invoices or monies due for Work performed through the termination date shall be due and payable as of the termination date, less any amounts due to DCSD from Vendor. DCSD further reserves the right to suspend Vendor's performance of the Work should Vendor repeatedly fail or refuse to perform the Work as required herein, and Vendor shall not be permitted to resume work until such deficiencies have been corrected to DCSD's satisfaction.

7. SUBCONTRACTORS: Should Vendor enter into any subcontracts in connection with the performance of the Work, all such subcontracts shall be in writing and shall incorporate all the terms and conditions set forth herein. Vendors will not employ any Subcontractor against whom DCSD may have reasonable exception, and will not make any substitution for any Subcontractor who has been accepted by DCSD except with good cause. Vendor shall be fully responsible for all acts and omission of its Subcontractors. Nothing in this Agreement will create any relationship between DCSD and any Subcontractor. Vendors shall indemnify, defend and hold DCSD harmless from and against any and all claims for payment made by any Subcontractors and shall, within three (3) days of written demand from DCSD, bond off or remove any lien filed against DCSD's property by any Subcontractor. Should Vendor fail and/or refuse to remove any such lien, or should any Subcontractor otherwise notify DCSD of non-payment by Vendor, DCSD may, at its option, make payment jointly to Vendor and its Subcontractor(s).

8. INSURANCE:

A. Vendor shall not commence Work under this Agreement until it has obtained all the insurance required under this Section 8 and delivered certificates of insurance evidencing such coverages to DCSD, nor shall Vendor allow any Subcontractor to commence work on a subcontract until Subcontractor has provided the insurance required hereunder. The insurance required under this Section 8 shall be maintained in full force and effect during the performance of the Work until this Agreement is terminated. DCSD shall be named as an additional insured on all policies (except for Worker's Compensation). The insurance coverages required hereunder are as follows:

(1) Commercial general liability insurance written on an "occurrence" basis, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent Vendors and personal insuring, and sudden and accidental pollution, with no exclusions for explosion, collapse and underground perils, with limits of not less than $1,000,000 per occurrence for bodily injury (including death) and property damage and a $2,000,000 aggregate limit;

(2) Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and in accordance with statutory legal requirements, with a combined single limit of not less than $1,000,000 per accident with respect to bodily injury (including death) and property damage and a $2,000,000 aggregate limit; and

(3) Workers compensation with statutory limits and employers' liability with limits of not less than $1,000,000 per occurrence.

B. Vendor waives all rights of subrogation, against DCSD and its board members, officers, employees, agents, insurers, other Vendors and subcontractors and consultants for any damages covered by any type of insurance.

9. IMMIGRATION COMPLIANCE: Vendor and all Subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Vendor and all Subcontractors shall provide DCSD with the completed, signed and notarized forms required for compliance with the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 *et seq.*, prior to performance of any Work hereunder.

10. DISPUTE RESOLUTION: All claims, disputes, and other matters in question between the DCSD and Vendor arising, out of, or relation to, this Agreement or the breach hereof, shall be mediated in good faith as a prerequisite to litigation. Either party may file a request for mediation at any time; provided, however, that such mediation shall not take place until after Completion has been achieved. The mediation shall take place in Atlanta, Georgia. Each party shall bear its own costs and expenses in connection with such mediation and the parties shall divide and pay the mediator's fees and expenses equally. Should the parties be unable to resolve any dispute or claim in mediation, either party may file a lawsuit in the Superior Court of DeKalb County, Georgia following the conclusion of the mediation. Each party hereby irrevocably consents to the exclusive jurisdiction of such court and the laying of venue therein.

11. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law principles.

12. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future detail, whether like or different in character.

13. SEVERABLILTY: If any provision of this Agreement, or application thereof to any person or circumstance shall to any extent be invalid, such invalidity shall not affect the enforceability of the remainder of the Agreement or its enforceability in relation to other persons or circumstances.

14. NO THIRD-PARTIES: Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third-party against DCSD.

15. INDEPENDENT VENDOR: Vendor shall perform as an independent Vendor and not as an employee or representative of DCSD. Vendor retains sole and exclusive liability for all contributions, taxes or payment required to be made on account of Vendor's employees under federal or state tax or labor laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

16. BACKGROUND CHECKS: A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors ("Individuals") who provide services on DCSD's premises, supervise services on DCSD's premises or have contact with students. All Individuals shall undergo the same criminal background check, within the last 365 days, as required of DCSD's own employees. Such background checks shall be performed by DCSD at the expense of the Individual at a cost of $45.00 per person. Upon receipt and evaluation of the background check, DCSD may demand that the Individual have no contact with students or parents, or exclude such Individual from performing work on DCSD's premises or otherwise for DCSD, in its sole and absolute discretion. DCSD may make such may determination regardless of whether such charges may have been dismissed, expunged, sealed, removed from the record, treated under "first offender" status or dead docketed. Any failure by Vendor to obtain a criminal background check for any Individual as required herein, may result in the termination of this Agreement without penalty to DCSD.

17. PERSONS UNDER INVESTIGATION: DCSD reserves the right to request that Vendor not permit any Vendor employee, agent or other of its service providers to provide services under this agreement if said person is under investigation for any wrongdoing. Vendor agrees to comply with any request from DCSD to remove said person as a service provider. Vendor agrees to cooperate with DCSD to the fullest extent practicable in any investigation of any actual or alleged misconduct of any Vendor employee or employer in connection with any activity arising out of this Agreement, including allowing access to interviews of Vendor's employees, agents or service providers or any documents related to alleged or suspected misconduct. Vendor agrees to inform DCSD within twenty-four hours that any of its service providers providing services under this Agreement have been arrested, convicted or sued (provided service of summons in a civil action) regarding any allegation related to the performance of their professional duties. Failure to comply with any of the foregoing requests will result in the termination by means of a material default by Vendor under this Agreement.

18. RIGHT TO AUDIT:

A. Vendor shall maintain complete and accurate books and records with respect to services, cots, expenses, receipts and other information necessary to verify the scope or charges for any services and/or materials provided under this Agreement. Vendor understands and agrees that DCSD has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the Work under this Agreement, whether such records were prepared by Vendor or anyone else associated with the Work. At any time prior to the date which is six (6) years following the final payment under this Agreement, Vendor shall provide DCSD, at DCSD's reasonable expense, a copy of all such records within ten (10) business days of a written request from DCSD. At any time prior to the date which is six (6) years following final payment under this Agreement, DCSD's rights shall also include access at reasonable times to Vendor's facilities for the purpose of interviewing employees and inspecting and copying (at DCSD's reasonable expense) such books, records, accounts and other material which may be relevant to a matter under investigation. Vendor shall, at no cost to DCSD, furnish reasonable facilities and assistance for such review and audit. Vendor's failure to provide records or access within the time requested shall preclude Vendor from receiving any payment under this Agreement until such documents are provided. Vendor agrees to maintain such records for a period of six (6) years following final payment under this Agreement.

B. To the extent that an audit by DCSD, DCSD's independent auditors or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Agreement by Vendor, Vendor agrees to remit the amount of the overpayment to DCSD within thirty (30) days after demand.

19. USE OF STUDENT IMAGES: Written parental/caregiver permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/caregiver of each minor (or conserved adult) when groups of minors (and/or conserved adults) are depicted. Written permission must likewise be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individuals over the age of 18 for any students that are not conserved.

20. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF VENDOR: To induce DCSD to enter into this Agreement, and with DCSD's express reliance thereon, Vendor hereby covenants, agrees and represents the following: Vendor is not in financial default in any respect that materially adversely affects any of its properties or businesses, operations, or condition, financial or otherwise, under any existing security agreement, mortgage, security deed, equity agreement, or other agreement or instrument to which Vendor is a party or by which Vendor is contractually bound; and there is no pending or, to the knowledge of Vendor, threatened claim, action, suit, investigation or other proceeding at law or in equity by or before any federal, state, local or other court or governmental agency that materially affects the financial condition or viability of Vendor as a going concern, and there is not any judgment, order, writ, injunction or decree of any such court or agency materially affecting the financial condition or viability of Vendor as a growing concern, or any properties or assets of Vendor (herein collectively referred to as "Material Actions"). Until such time as this Agreement is terminated, Vendor shall provide DCSD prompt written notice of any Material Actions.

21. ENTIRE AGREEMENT; AMENDMENT: The Contract Documents, including any and all exhibits attached hereto which are incorporated herein by reference, represents the entire understanding and agreement between the parties hereto relating to the Work and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. No amendment or modification to the Work or this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by the party so to be bound thereby.

[signature page follows]

DEKALB COUNTY SCHOOL DISTRICT
PARTICIPATING AGREEMENT TO
OMNIA CONTRACT NO. 159051 WITH
CARRIER CORPORATION

IN WITNESS WHEREOF, the parties have caused this Participating Agreement to be executed by their duly authorized representative set forth below.

DCSD:	**VENDOR:**
DEKALB COUNTY SCHOOL DISTRICT	CARRIER CORPORATION
By: 12/16/25 *[Signature]*	Signed by: Mark Harroff B4BCA00861BE4DF... *[Signature]*
Dr. Norman C. Sauce III, Interim Superintendent of Schools *[Printed Name, Title]*	Mark Harroff General Manager *[Printed Name, Title]*
1701 Mountain Industrial Blvd.	13995 Pasteur Blvd.
Stone Mountain, Georgia 30083 *[Printed Address]*	Palm Beach Gardens, FL 33418 *[Printed Address]*
12.16.25 *[Date of Execution]*	10 December 2025 | 08:59:52 EST *[Date of Execution]*

**DEKALB COUNTY SCHOOL DISTRICT
PARTICIPATING AGREEMENT TO
OMNIA CONTRACT NO. 159051 WITH
CARRIER CORPORATION
EXHIBIT A**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036

CN101479273-CCS-GAW*-25-26 081221 081231

CONTACT NAME: ...
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Carrier.certrequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : AIU Insurance Co	19399
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CARRIER CORPORATION
13995 PASTEUR BLVD
PALM BEACH GARDENS, FL 33418

COVERAGES **CERTIFICATE NUMBER:** NYC-010707833-19 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 316149-25	04/01/2025	04/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			'$2,000,000 General Aggregate'			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
				'Per Location'			MED EXP (Any one person)	$ 10,000
				'$10,000,000 General Aggregate'			PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			'Per Policy'			GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 316148-25	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 064083735 (AOS)	04/01/2025	04/01/2026	[X] PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A		WC 064083736 (WI)	04/01/2025	04/01/2026	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
				See Acord 101			E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: #KL08122021226/SC16084; Term: August 12, 2021 - August 12, 2031

CERTIFICATE HOLDER

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, LLC.		CARRIER CORPORATION 13995 PASTEUR BLVD PALM BEACH GARDENS, FL 33418
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

CONTINUED FROM WORKERS' COMPENSATION:

INSURER: AIU Insurance Company
POLICY NUMBER: WC 064083735
EFFECTIVE DATE: 04/01/2025
EXPIRATION DATE: 04/01/2026
ADDITIONALSTATES COVERED: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WY

REQUEST FOR CONTRACT UPDATE #6

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Carrier Corporation (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159051 for HVAC & Building Control Systems, Equipment (Contract Title) on this date 11/14/2025.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☐ Additions
- ☐ Deletions
- ☐ Modifications
- ☑ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

Due to tariff and material costs, we need to adjust pricing for the attached Carrier HVAC Equipment products- (Sections G, H, I). Please see attached document for revised pricing.

Carrier Corporation

Vendor Name

Benjamin Fuess

Submitted By

11/14/2025

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

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11/21/2025

Signature

Date

REQUEST FOR CONTRACT UPDATE #5

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Carrier Corporation (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159051 for HVAC & Building Control Systems, Equipment (Contract Title) on this date 11/13/2025.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☑ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☑ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

Premier Energy Systems is an Authorized Dealer for Carrier's Automated Logic control line in West Virginia and Southern Ohio. As such, Premier Energy Systems is requesting to be added as an authorized dealer to Carrier's OMNIA contract #159051

Carrier Corporation

Vendor Name

Benjamin Fuess

Submitted By

Signature

11/13/2025

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

4FE64E70707547B...

Signature

11/13/2025

Date

REQUEST FOR CONTRACT UPDATE #4

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Carrier Corporation (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159051 for HVAC & Building Control Systems, Equipment (Contract Title) on this date 10/22/2025.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☑ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☑ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other: *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

Control Service Company is an Authorized Dealer for Carrier's Automated Logic control line in the Midwest Region serving Missouri and Kansas. As such, Control Service Company is requesting to be added as an authorized dealer to Carrier's OMNIA contract #159051.

Carrier Corporation

Vendor Name

Benjamin Fuess

Submitted By

Signature

10/22/2025

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

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Signature

10/22/2025

Date

REQUEST FOR CONTRACT UPDATE #3

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Carrier Corporation (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159051 for HVAC & BUILDING CONTROL SYSTEMS, E((Contract Title) on this date 8/19/2025 | 7:48:28 AM SGT.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☑ Additions
- ☐ Deletions
- ☑ Modifications
- ☑ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

AirThings is an open market product to complete Carrier install. Pricing includes a per unit price for category list price, percentage discount, and net price. Request to add product and pricing to CMAS MLP supplemental section found on line #98.

Carrier Corporation

Vendor Name

Daniel Gonzales

Submitted By

Daniel Gonzales

Signature

8/19/2025 | 7:48:28 AM SGT

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

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Signature

8/25/2025

Date

REQUEST FOR CONTRACT UPDATE #2

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Carrier Corporation (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159051 for HVAC and Building Control Systems, Equipment, Installation, and Related Products and Services (Contract Title) on this date 7/29/25.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☑ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

This update adds a specific tab on the pricing sheet to be utilized by California CMAS users.

Carrier Corporation

Vendor Name

Joe Ison

Submitted By

Joseph Ison Digitally signed by Joseph Ison Date: 2025.05.07 08:13:08 -05'00' 7/29/25

Signature Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey 8/4/2025

4FE64E70707547B...

Signature Date

REQUEST FOR CONTRACT UPDATE #1

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Carrier Corporation (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159051 for HVAC and Building Control Systems, Equipment, Installation, and Related Products and Services (Contract Title) on this date 5/5/25.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☑ Additions
- ☐ Deletions
- ☑ Modifications
- ☑ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

This is our FY25 pricing update - it has been delayed due to the national tariff debate.

Carrier Corporation

Vendor Name

Joe Ison

Submitted By

Joseph Ison Digitally signed by Joseph Ison Date: 2025.05.07 08:13:08 -05'00' 5/5/25

Signature Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

4FE04E70707547B... 5/8/2025

Signature Date

DEKALB COUNTY SCHOOL DISTRICT
PARTICIPATING AGREEMENT TO
OMNIA CONTRACT NO. 159051 WITH
CARRIER CORPORATION
EXHIBIT B

Region 14 Education Service Center (ESC)

Contract # 159051

for

HVAC & BUILDING CONTROL SYSTEMS, EQUIPMENT, INSTALLATION, AND RELATED PRODUCTS & SERVICES

with

CARRIER CORPORATION

Effective: January 1, 2025

The following documents comprise the executed contract between the Region 14 Education Service Center and Carrier Corporation, effective January 1, 2025:

I. Vendor Signature Form
II. Region 14 ESC Award Letter
III. Supplier's Response to the RFP
IV. Request for Proposal and Any Addenda, incorporated by reference

VI. SIGNATURE FORM

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 supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

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 conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. 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 response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response 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 for **120 days**.

Carrier Corporation
Company Name

13995 Pasteur Blvd
Address

City	State	Zip
Palm Beach Gardens	FL	33418

Telephone Number	Fax Number
1-501-529-9688	N/A

joseph.e.ison@carrier.com
Email Address

Printed Name	Position
Joe Ison	Strategic Accounts Manager

Joe Ison
Authorized Signature

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

December 20, 2024

Mr. Joe Ison
Strategic Accounts Manager
Carrier Corporation
13995 Pasteur Blvd
Palm Beach Gardens, FL 33418
Sent via email to: joseph.e.ison@carrier.com

Re: Award of Contract #159051, HVAC and Building Control Systems, Equipment, Installation, and Related Products and Services

Dear Mr. Ison:

Region 14 Education Service Center is happy to announce that Carrier Corporation has been awarded Contract #159051 based on the proposal submitted to Region 14 ESC in response to RFP 24-S850, HVAC and Building Control Systems, Equipment, Installation, and Related Products and Services. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Carrier Corporation's response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective January 1, 2025. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

Carrier Corporation
13995 Pasteur Blvd
Palm Beach Gardens, FL 33418

November 7, 2024

Region 14 Education Service Center
RFP for HVAC & Building Control Systems, Equipment, Installation & Related Products & Services - On behalf of Omnia Partners, Public Sector, Inc.

Carrier would like to thank Region 14 ESC & Omnia Partners for allowing us to participate in this RFP solicitation. We are looking forward to the continuation of our existing relationship for the next five years.

Carrier has been very pleased with the overwhelming support that the Omnia Partners team has provided us as we navigate and grow the opportunity it has provided us over the last year. Carrier's entire management team has embraced the contract and are very excited about the future of the partnership.

Please feel free to contact us at any time with questions or clarifications regarding our response.

Thank you

Joe Ison
Strategic Accounts Manager, Services
Joseph.e.ison@carrier.com
501-529-9688

Region 14 Education Service Center RFP 24-S850 for HVAC and Building Control Systems, Equipment, Installation and Related Products and Services

Bid Clarifications, Exceptions and/or Deviations to the "Master Agreement" and Requirements for National Cooperative Contract to Be Administered by OMNIA Partners (Exhibit B)

Carrier Corporation's ("Carrier") 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.

This document shall supersede any conflicting terms.

Region 14 ESC Solicitation RFP 24-S850 – Omnia Partners

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

Appendix B – Supplier Response

3.1 Company

1. History - Carrier Corporation is an American multinational heating, ventilation & air conditioning (HVAC) and refrigeration equipment corporation based in Palm Beach Gardens, FL. Carrier was founded in 1915 as an independent company manufacturing and distributing HVAC systems, and has since expanded to include manufacturing commercial refrigeration and food service equipment.
   As of 2022, it was a $20.4 billion company with over 52,000 employees serving customers in 160 countries on six continents.
   Carrier was acquired by United Technologies in 1979, but it was spun off as an independent company 41 years later in 2020
2. Carrier employees over 200 sales persons
3. Carrier has Service and Equipment (Carrier owned or Representative/Distributors) in all 50 states. Carrier Corp HQ office is located in Palm Beach Gardens, Florida
4. Annual Sales – see attached Annual Reports for 2021, 2022, 2023 and Proxy for 2024. DUNS – 00-131-7072, All financial information available here - https://ir.carrier.com
5. Green initiatives – see attached Carrier Sustainability Report
6. Diversity programs - We work hard to build a culture where all employees are valued and everyone feels included. We have a robust talent acquisition process to attract talent from the diverse, global marketplace, and we foster an inclusive culture that drives employee engagement, retention, teamwork and innovation. We also contribute to the communities where we live and do business by actively partnering with community and philanthropic organizations locally and nationally. Carrier is committed to a workplace that is truly and genuinely inclusive, one that inspires and encourages everyone to bring their authentic selves to work, every single day. Our

ultimate goal is simple – we want each and every Carrier employee to feel like they_***belong***. As a global company we seek to recruit, develop and promote our employees around the world valuing cultural differences, varied perspectives, background and experiences. We believe inclusion and diversity is a source of innovation. Link to Carrier Inclusion & Diversity - https://www.corporate.carrier.com/corporate-responsibility/social-impact/our-employees/

7. Certifications – see RFP document
8. Subcontractors & Affiliates – Carrier employees a large number of subcontractors across the country – many of those fall into the categories of Veteran Owned, Women Owned, Minority Owned and other classifications. Each project stands on its own & meets any requirements set out by the end user.
9. Differentiation – Carrier Global Corporation differentiates itself from competitors in several ways, including: **Innovation -** Carrier is known for being a leader in inventing new technologies and industries. They have increased their research and development investment to encourage risk-taking and innovation. **Sustainability -** Carrier is committed to making the world more sustainable and comfortable. They have high-efficiency refrigerant products that have helped customers avoid millions of metric tons of greenhouse gas emissions. **Customer focus -** Carrier puts the customer at the center of everything they do. They have high reliability and customer satisfaction ratings, and readily available replacement and repair parts. **Values -** Carrier's values include respect, integrity, inclusion, innovation, and excellence. They have invested in global people programs to create an inclusive workplace. **Operational excellence -** Carrier uses a set of tools to foster competency development and a continuous improvement culture.
10. Carrier has never filed bankruptcy – any legal proceedings are Company Private
11. Felony convictions – Carrier Corp is a publicly held organization

3.2 Distribution, Logistic

A. Carrier has all of its available HVAC, Building Automation, Energy Services, and Data Center management products & services included in this RFP proposal. All of those products can be found at the following web links.

1. Carrier.com
2. Automatedlogic.com
3. Noresco.com
4. Riello.com

5. Nlyte.com

B. Distribution, Carrier utilizes a number of methods to distribute its products across the country and the world. Some products are shipped directly from Carriers various manufacturing locations & others are stock in distribution locations throughout the country. All 50 states are covered with this RFP.

C. How participating agencies receive their master agreement pricing. Carrier provides extensive training to all sales persons that utilize our purchasing cooperatives. In addition, the pricing matrices are built into our factory pricing tools for both services and equipment. All pricing is available upon request from any participating member of the cooperative.

D. Other companies involved in getting products to the end user member – Carrier utilizes factory owned offices, distributors and representatives for the purchase of Carrier HVAC equipment – all of these offices receive the cooperative training mentioned previously. All Carrier Services offices are wholly owned by Carrier Corporation.

E. Number & size of distribution facilities. Carrier has service personnel & offices in all 50 states. Carrier Equipment has either wholly owned offices or Distributors/Representatives in all 50 states. Several states have multiple locations per state.

3.3 Marketing & Sales

A. Portions to not be made public facing – Carrier would like its pricing matrix to be available to end user members only – upon request. As opposed to be publicly facing on the Omnia Partners website.

B. Marketing plans – 90 day plan from Award Date

1. Executive Leadership – Carrier Executive Leadership is and has been very engaged & supportive of purchasing cooperative usage for a number of years.

2. Training & Education – Carrier is now and has been for several years training its field sales team on purchasing cooperative usage – this will continue into the foreseeable future.

C. Detailed 90 day marketing plan. A detailed marketing plan will be provided upon award of this contract. Carrier is already engaged in a number of marketing activities with its existing Omnia Partners contract including but not limited to online promotions, Omnia/Carrier web "splash" page, printed materials for field offices, etc. All of the items listed as i, ii, iii, iv, v, vi, vii, vii are already being utilized or are in the FY25 Carrier general marketing plan.

D. Transitioning existing Public Agency customers to the Omnia Partners agreement. Carrier currently has several purchasing cooperative agreements including TIPS, Sourcewell, AEPA, E&I and a small number of "local" cooperatives. Carrier has been positioning our existing Omnia Partners contract as the lead contract and the others as a backup. Carriers FY 25 plan is to eliminate at least two of the existing major cooperatives & focus moving our existing end user customers to the Omnia Partners contract.

E. Carrier logo usage – acknowledged, use to be permitted within the Carrier Corporation guidelines – to be provided upon request.

F. Proactive promotion of Carriers offerings to end users & leads provided by Omnia Partners. Carrier is currently very involved in these very things with our existing Omnia Partners contract. All things listed as i, ii, iii & iv are currently being communicated

G. Sales team training – Carrier currently maintains a constant training schedule for all sales team members across North America. All items listed as i, ii, iii, & iv are being communicated to the Carrier sales teams.

H. Responsible persons

Executive support - Joe Ison, Strategic Accounts Manager, joseph.e.ison@carrier.com, 501-529-9688

Marketing – Stephanie Sarrantonio, Associate Director – North American Marketing, stephanie.sarrantonio@carrier.com, 704-605-7410

Sales – Joe Ison, Strategic Accounts Manager, joseph.e.ison@carrier.com, 501-529-9688

Sales Support – Alex Relf, Strategic Accounts Sales Support, alex.relf@carrier.com, 704-607-9491

Financial Reporting & Accounts Payable – Delanie Usiadek, Strategic Accounts Sales Specialist, delanie.usiadek@carrier.com, 561-236-3470

Contracts – Alpay Turker, Contracts Manager, alpay.turker@carrier.com

I.National sales force structure. Carrier HVAC Equipment goes to market via wholly owned offices & distribution/representative networks across North America – the leader of all applied commercial Carrier HVAC equipment for North America is Chirag Baijal, chirag.baijal@carrier.com. Carrier Commercial Services are all Carrier employees across North America – the leader for this team is Jay Hoarell, jay.hoarell@carrier.com

J. Management of the overall national program. As noted above, Carrier maintains a constant pace of training for the purchasing cooperatives across North America. A 'top down' approach is used by sponsorship of the program by the top tier management through their channels of responsibility. Carrier maintains a single point of "ownership" of the contract so all messaging/marketing/training remains consistent and on point with the organizations goals.

K. Public agency sales – all sales data is company private. Our existing Omnia Partners contract has grown exponentially in it's first full year of usage – from less than $1M in FY23 (not a full year with Omnia Partners) to nearing $8M in FY24 and rapidly growing.

L. Information systems – Carrier utilizes modern information systems as would be expected of current Fortune 500 company. Specific system usage is company private information.

M. Supplier Guaranteed contract sales

Year one - $9M. Year Two - $11M, Year Three - $13M

N. Public Agency solicitations – items i, ii, iii, & iv are acknowledged

Region 14 ESC/Omnia Partners RFP 24-S850

Section 4 – References & Experience

1. History - Carrier Corporation is an American multinational heating, ventilation & air conditioning (HVAC) and refrigeration equipment corporation based in Palm Beach Gardens, FL. Carrier was founded in 1915 as an independent company manufacturing and distributing HVAC systems, and has since expanded to include manufacturing commercial refrigeration and food service equipment.
   As of 2022, it was a $20.4 billion company with over 52,000 employees serving customers in 160 countries on six continents.
   Carrier was acquired by United Technologies in 1979, but it was spun off as an independent company 41 years later in 2020
2. Carrier Corporation enjoys an excellent reputation in the HVAC marketplace. As the inventor of air conditioning as it is known today, Carrier has been in a constant state of innovation & product development. Carrier has led the market in modern low GWP refrigerants and has often been the first to market with HVAC equipment with these new enhancements.
3. Carrier equipment is a "house-hold" name in the HVAC space – Carrier's products & services are known to have an excellent reputation & our services team are able to tackle the most difficult issues with customer service issues.
4. Carrier has over 50,000 employees across the globe. Our team consists of top tier people in all aspects of the business.
5. Carrier has decades of experience working in the government sectors – Federal, State, Local and a large focus with K-12 & Higher Education. Carrier has worked closely with the GSA on product comparisons and generated chiller programs form them. Our K-12 vertical team has enjoyed the highest growth rate of all the market specific teams over the past 5 years alone. We have dedicated strategic vertical market teams for Federal/State/Local, Higher Education & K-12 sectors.
6. We work hard to build a culture where all employees are valued and everyone feels included. We have a robust talent acquisition process to attract talent from the diverse, global marketplace, and we foster an inclusive culture that drives employee

engagement, retention, teamwork and innovation. We also contribute to the communities where we live and do business by actively partnering with community and philanthropic organizations locally and nationally. Carrier is committed to a workplace that is truly and genuinely inclusive, one that inspires and encourages everyone to bring their authentic selves to work, every single day. Our ultimate goal is simple – we want each and every Carrier employee to feel like they_***belong***. As a global company we seek to recruit, develop and promote our employees around the world valuing cultural differences, varied perspectives, background and experiences. We believe inclusion and diversity is a source of innovation. Link to Carrier Inclusion & Diversity - https://www.corporate.carrier.com/corporate-responsibility/social-impact/our-employees/

7. Carrier has never filed bankruptcy & none of its officers or directors are under government investigation.
8. Customer References
    a. Rutgers University, Andy Dezaio, Facility Manager, 848-565-6428, adezaio@rutgers.edu, New Brunswick NJ. Carrier provides an array of HVAC services for RU – HVAC equipment, planned maintenance & repair services. Annual volume is company private information.
    b. Texas Tech University, David Small, Director of Engineering, 806-834-5742, David.small@ttu.edu, Lubbock TX. Carrier provides large tonnage chillers, installations & other HVAC equipment services to TTU – planned maintenance & repair services. Annual volume is company private information.
    c. University of Nebraska, Clay Kelly, Physical Plant Director, 402-429-8460, clay.kelly@unl.edu, Lincoln NE. Carrier provides modernization services on UNL's large tonnage Carrier chillers. Carrier also provides HVAC consulting services for future UNL projects. Annual volume is company private information
    d. Savannah-Chatham Board of Education, Randy West, Facility Manager, 912-313-8171, randy.west@sccpss.com, Savannah GA. Carrier provides planned maintenance services, repair services and HVAC equipment to the district. Annual volume is company private information.
    e. City of Lewisville TX, Chris Kirby, Facility Manager, 972-219-3705, chistopherkirby@cityoflewisville.com, Lewisville TX. Carrier provides planned services, repair services, HVAC parts and HVAC equipment to the city. Annual volume is company private information.
9. Carrier Corporation has been providing an array of services & equipment for the Region 14 contract for 3 years & we are looking forward to many more.

Region 14 ESC/Omnia Partners RFP 24-S850

Section 5 – Added Value Products & Services

Carrier provides not only world class OEM branded commercial HVAC equipment but also a number of additional offerings.

Below is a list of our products designed to enhance the customer HVAC experience & provide highest performing systems possible.

1. Carrier Certified Healthy Air Systems – Occupancy Assessments, Ventilation equipment, Filtration, Air Quality, Thermal Comfort & Building Operation services
2. Strategic partnerships with the US Green Building Council (USGBC) and the International WELL Building Institute.
3. Carrier Abound digitally connected lifecycle solutions
    a. Abound Healthy Air - Abound Healthy Air aggregates, analyzes and visualizes data collected from various building systems, equipment and sensors and provides real-time insights about the components of your buildings' air.
    b. Abound HVAC Performance - Continuous digital monitoring, alarm management, and proactive insights to see issues before they arise so you can protect your investment.
    c. Abound Net Zero Management - Environmental, social, and governance (ESG) disclosure requirements and corporate goals have made energy efficiency and reducing greenhouse gas (GHG) emissions a priority, driving the need to take action and report on progress.
    d. Abound Occupant Assistant - Abound Occupant Assistant is a solution that integrates human experiences, resources and building systems. Through cloud-based, smart building IoT services and a SaaS offering, the app helps to simplify the management and development of modern buildings that meet the needs of your entire team.
    e. Abound Predictive Insights - Abound Predictive Insights is part of the Abound suite of solutions for improved asset management across a building

portfolio. It combines advanced data analysis of your building's assets with advisory services from our team of experts, helping to optimize efficiency, comfort, and performance.

   f. Abound Services - With the Abound Services, building owners and management personnel can overcome these challenges and enhance their business's efficiency: **Abound Advisory Services:** where we provide assistance in planning and executing interventions that align with overall business goals. Here we equip you with essential insights to enhance your facility management efforts and effectively pursue your business objectives. **Abound Managed Services:** where we provide a comprehensive offering to digitally transform building operations. This service involves enabling you with a remote service management team that supports your existing facility management team and acts as their extension, helping you achieve your business goals.

4. Carrier HVAC system design services – Block loading software, Building System Optimizer, Engineering Economic Analysis, System Design Load & Refrigerant Piping Design.
5. Carrier University - HVAC service requires a good foundation in theory, mastery of basic skills and mechanical and electrical troubleshooting skills. Online and classroom courses are available at various skill levels to meet various training needs. Classroom courses use the fully equipped state of the art lab facility with operating equipment to practice classroom training. Most classes qualify for NATE continuing education credit.
6. Carrier HVAC Equipment Representatives & Distributors – Carrier equipment goes to market through a number of channels, two of which are rep & distribution firms. These companies represent the lion share of Carrier equipment sales in North America & they also maintain a large amount of other HVAC/Mechanical equipment required to provide a complete HVAC system to an end user – all of these equipment offerings are available on the Region 14/Omnia Partners contract as authorized Carrier resellers. Combined with Carrier Commercial Services – and end user can purchase a complete, installed HVAC system with a single purchase order.
7. Nlyte Data Center Management Solutions
   a. Nlyte Asset Optimizer - Nlyte Asset Optimizer is an open and scalable software solution that provides automation and efficiency to asset lifecycle management, capacity planning, audit, and compliance tracking. Asset Optimizer easily manages assets from receiving dock to decommissioning globally or rack by rack, in a data center, colo, or edge facility. It simplifies

space and energy planning and easily connects to ITSM and other BI applications.

b. Nlyte Energy Optimizer - Nlyte Energy Optimizer provides management and tracking of the data center power chain. It is highly scalable, protocol based, and hardware agnostic. Energy Optimizer improves energy consumption, reduces risk in the power chain, and validates remote site performance.

c. Nlyte Datacenter Monitoring - Optimize Your System Utilization With Real-Time Data Center Monitoring and Reporting. As data centers grow in scale and complexity, it becomes more and more challenging to monitor space, power and cooling. System utilization, or the lack of, is increasingly being scrutinized as enterprises routinely discover upwards of 20% “ghost servers” that idly consume energy but serve no business function. In addition, with the DCOI (Data Center Optimization Initiative) mandate to aggressively consolidate and optimize governmental data centers by 2018, server utilization will be a key metric to monitor and manage.

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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 proposal, 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 proposal, 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 proposal 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

Carrier Corporation

Address 13995 Pasteur Blvd

Phone 501-529-9688

Fax N/A

Contact

Joe Ison

Signature

Joe Ison

Printed Name

Strategic Accounts Manager

Position with Company

Official Authorizing Proposal

Joe Ison

Signature

Joe Ison

Printed Name

Strategic Accounts Manager

Position with Company

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Type text here

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1225350

Date Filed:
10/10/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Carrier Corporation
Abilene, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 14 Education Service Center

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Omnia Partners RFP 24-S850
HVAC and Building Control Systems, Equipment, Installation, and Related Products and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☒

6 **UNSWORN DECLARATION**

My name is _______________________________, and my date of birth is _______________.

My address is _______________________, _______________, _______, ___________, _________.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _______________________County, State of ___________, on the _____day of ___________, 20_____.
(month) (year)

____
Signature of authorized agent of contracting business entity
(Declarant)

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Joe Ison, as an authorized representative of

Carrier Corporation, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Joe Ison
Signature of Named Authorized Company Representative

10/10/2024
Date

Appendix B – OMNIA Partners Exhibits

[Insert OMNIA Partners Exhibits]

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when 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 $250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES ______JCA______ Initials of Authorized Representative of offeror

(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)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES ______JCA______ Initials of Authorized Representative of offeror

(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.

Does offeror agree to abide by the above? YES ______JCA______ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES ____________________ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES ____________________ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES ____________________ Initials of Authorized Representative of offeror

(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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES ____________________ Initials of Authorized Representative of offeror

(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 Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES ___JCG___ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES ___JCG___ Initials of Authorized Representative of offeror

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.

Does offeror agree? YES ____JCY____ Initials of Authorized Representative of offeror

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).

Does offeror agree? YES ____JCY____ Initials of Authorized Representative of offeror

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. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES ________________________ Initials of Authorized Representative of offeror

Offeror's Name: ________________________
Address, City, State, and Zip Code: ________________________
Phone Number: ________________________
Fax Number: ________________________

Printed Name and Title of Authorized Representative: ________________________
Email Address: ________________________
Signature of Authorized Representative: ________________________
Date: ________________________

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES ___JCA___ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES ___JCA___ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JI Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Carrier Corporation

Address, City, State, and Zip Code:
13995 Pasteur Blvd, Palm Beach Gardens, FL 33418

Phone Number: 501-529-9688 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Joe Ison, Strategic Accounts Manager

Email Address:
joseph.e.ison@carrier.com

Signature of Authorized Representative: Joe Ison Date: 10/10/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-

1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Carrier Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Joe Ison

Signature of Contractor's Authorized Official

Joe Ison, Strategic Accounts Manager

Name and Title of Contractor's Authorized Official

10/10/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and 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 me 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 me 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.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Carrier Corp

Address, City, State, and Zip Code:
13995 Pasteur Blvd, Palm Beach Gardens, FL 33418

Phone Number: 501-529-9688 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Joe Ison, Strategic Accounts Manager

Email Address: joseph.e.ison@carrier.com

Signature of Authorized Representative: Joe Ison

Date: 10/10/2024

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carrier Corporation

Organization Address: 100 Delawanna Avenue STE 401 Clifton NJ 07014

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): ______________________

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Marc Graziano	Title:	Sales Manager
Signature:	[signature]	Date:	11/6/2024

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Passaic ss:

I, Marc Graziano residing in Ramsey
(name of affiant) (name of municipality)
in the County of Bergen and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Sales Manager of the firm of Carrier Corporation
(title or position) (name of firm)

______________________ the bidder making this Proposal for the bid

entitled Omnia, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Omnia Partners relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carrier Corporation.

Subscribed and sworn to

before me this day

November 6, 2024

Signature

Donna M. Grisanti
(Type or print name of affiant under signature)

Notary public of New Jersey

My Commission expires 2-11 2026

(Seal)

DONNA M GRISANTI
Notary Public - State of New Jersey
My Commission Expires Feb 11, 2026

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Carrier Corporation
Street: 100 Delawanna Ave Suite 401 Clifton NJ 07014
City, State, Zip Code: Clifton NJ 07014

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/6/2024
Date

Sales Manager
Authorized Signature and Title

Version June 26, 2024

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
   b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d. The form may be used "as-is", subject to edits as described herein.
   e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Carrier Corporation				
Address:	100 Delawanna Avenue, Suite 401				
City:	Clifton	State:	NJ	Zip:	07014

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[signature]	Marc Graziano	Sales Manager
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 6th day of November 2024

(Notary Public) Donna M Grisanti

My Commission expires: 2-11-2026

(Affiant)

Marc Graziano Sales Manager

(Print name & title of affiant)

(Corporate Seal)

DONNA M GRISANTI
Notary Public - State of New Jersey
My Commission Expires Feb 11, 2026

CARRIER CORPORATION COMPANY SEAL 1979 DELAWARE

Version June 26, 2024

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Omnia Partners HVAC RFP
VENDOR NAME: Carrier Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities ____________
Relationship to Vendor/ Bidder ____________
Description of Activities ____________

Duration of Engagement ____________
Anticipated Cessation Date
**Attach Additional Sheets If Necessary*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

[signature]
Signature

11/6/24
Date

Marc Graziano Sales Manager
Print Name and Title

DPP Rev. 12.13.2021

DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

____

____

____

____

____

(Attach Additional Sheets If Necessary.)

[signature]	11/6/24
Signature of Vendor's Authorized Representative	Date
Marc Graziano Sales Manager	06-0991716
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Carrier Corporation	201 988 3596
Vendor's Name	Vendor's Phone Number
100 Delawanna Suite 401	860-353-6031
Vendor's Address (Street Address)	Vendor's Fax Number
Clifton NJ 07014	Marc.L.Graziano@Carrier.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Marc Graziano Title: Sales Manager MG

Signature: Date: 11/6/2024

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: OMNIA Partners HVAC RFP

VENDOR NAME: Carrier Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature: [signature]

Date: 11/6/24

Marc Graziano Sales Manager
Print Name and Title

DPP Rev. 12.13.2021

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARRIER CORPORATION
Trade Name:	
Address:	9 FARMS SPRING RD (MS 541-82) FARMINGTON, CT 06032-2569
Certificate Number:	0056998
Effective Date:	June 27, 1979
Date of Issuance:	October 17, 2016

For Office Use Only:

20161017114017801

Graziano, Marc L

From: CClass@treas.state.nj.us
Sent: Tuesday, January 31, 2023 11:14 AM
To: Graziano, Marc L
Subject: [External]Notice of Classification

Categories: External, Orange Category

You don't often get email from cclass@treas.state.nj.us. Learn why this is important

CARRIER CORP
100 DE LAWANNA AVE. SUITE 401
CLIFTON, NJ 07030

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034

NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
$15,000,000	C043 -CONTROL SYSTEMS C098 -ENERGY MANAGEMENT SYSTEMS C032 -HVACR license #: 19HC00803600	01/30/2023 01/30/2023 01/30/2023	01/29/2025

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18

Certification 641

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2021 to 15-MAY-2028

CARRIER COMMERCIAL SERVICE
100 DELAWANA AVE.
CLIFTON NJ 07014

ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
PO BOX 206
TRENTON, NJ 08625-0206

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CORPORATE POLICY MANUAL

SECTION

2

Environmental, Health, and Safety

A. SUMMARY

B. POLICY

C. DEFINITIONS

D. OWNERSHIP & APPROVAL

E. REFERENCES

EXHIBIT 1 – EH&S POLICY STATEMENT

EXHIBIT 2 – SAFETY COMMITMENTS

SUMMARY

At Carrier, we are committed to protecting what matters – our **people**, our **stakeholders,** and the **environment** to support Carrier's mission to create solutions that matter for people and our planet. Carrier will ensure EH&S is an integral component of all business processes that impact the products, services, and operations of Carrier worldwide.

POLICY

The Carrier Board of Directors Governance Committee, including the Carrier Chief Executive Officer ("CEO"), establishes major policies, provides strategic direction, and establishes company-wide numeric goals and targets for implementation of the Carrier EH&S Operating System (consisting of the requirements, policies, standards, programs described in this Policy).

Each **Executive Leadership Team** member, including Reporting Unit presidents, is responsible to the CEO for developing strategies for and ensuring implementation of the EH&S Program in their unit and assessing its effectiveness.

Carrier Vice President, EH&S, provides functional leadership, establishes company-wide strategies, policies, and standards; oversees company-wide implementation; audits conformance to it.

EH&S leaders for each Reporting Unit shall provide functional leadership for EH&S within their unit and shall advise the Reporting Unit's president on implementation strategies, directives, policies, and standards that are part of the Carrier EH&S Operating System; develop additional policies and practices appropriate to the unit; monitor development and implementation of EH&S programs within the unit; and report progress to the Reporting Unit president and Carrier's Vice President, EH&S.

The **Carrier EH&S Management Operating Review (MOR)** shall be chaired by the Carrier Vice President, EH&S, and comprised of

- Carrier Senior Vice President, Operations;
- Carrier Senior Manager Aftermarket Strategy;
- each Reporting BU / Region Operations VP;
- each Reporting Unit's EH&S Leader;
- Carrier Associate Director, EH&S Compliance & Assurance;
- Carrier EH&S Counsel;
- Carrier Senior Director, Operations Human Resources;
- Carrier VP Operations Finance, and
- the respective delegates/invitees of the preceding.

The Carrier EH&S MOR shall address emerging issues and risks affecting Carrier; recommend strategic direction, policies, and standards; approve actions not requiring approval by senior line management and evaluate Carrier's performance against this Policy.

The Carrier EH&S MOR will meet, at minimum, once per quarter and address on an annual basis:

- Enterprise risks; Compliance and Governance
- Known and emerging issues
- Sustainability performance
- Leadership training and cultural awareness, and
- Gemba

Each Reporting Unit will integrate into their process a monthly manufacturing or service location review at the reporting unit's Executive Leadership (ELT) level to assess the location's EH&S operational performance and risk to Carrier.

Operations, field service, and line managers are responsible and accountable for implementing the Carrier EH&S Program.

SCOPE

Our EH&S Program extends to all employees and contractors across all global sites, operations and subsidiaries, and joint ventures where Carrier's interest is 50% or more or when Carrier has operational control.

As outlined in our Supplier Code of Conduct, we expect our suppliers to comply with all applicable environmental, health, and safety laws, regulations, and directives; and also conduct operations in a manner that safeguards the environment, minimizes waste, greenhouse gas emissions, water, energy consumption, and the use of materials of concern. They must also ensure safe and healthy work environments for employees and business invitees.

DEFINITIONS

Carrier EH&S Policy Statement: Written statement signed by the Chairman & Chief Executive Officer, and Senior Vice President, Operations, expressing Carrier's commitment to protecting the health and safety of our employees and the communities in which Carrier operates. The Carrier EH&S Policy Statement is attached as Exhibit 1.

Carrier EH&S Operating System (EHSOS): System for managing environment, health, and safety, including standards, processes, procedures, and programs that support Carrier's EH&S Policy and continuous improvement.

Standards: Standards define minimum operating requirements for all Carrier locations globally and are organized within the EH&S Operating System.

Safety Commitments: The Safety Commitments are intended to supplement and support existing company operating systems, programs, and policies and focus on modifying worker and supervisor behaviors in the workplace by raising awareness. Carrier's Safety Commitments are attached as Exhibit 2.

OWNERSHIP AND APPROVAL

The Carrier Vice President, EH&S, and EH&S MOR members will review this Policy Manual annually to verify its continued applicability, effectiveness, and alignment with our business strategy.

REFERENCES

All referenced CPM and SPSW can be retrieved from ePolicy.

Exhibit 1: Carrier EH&S Policy Statement

Exhibit 2: Carrier Safety Commitments

CPSW 12B - Climate Change Policy

Supplier Code of Conduct

EXHIBIT 1

CORPORATE POLICY MANUAL

Carrier Environment, Health and Safety (EH&S) Policy

At Carrier, we are committed to protecting what matters – our **people**, our **stakeholders**, and the **environment**. We are continuously improving how we work to ensure every person is safe and empowered to design, source, produce, market, and deliver our products and services in a secure, environmentally conscious, and socially responsible manner.

To achieve the goals of this policy, **we commit** to driving a culture that protects our:

People

- Deliberate actions to provide our employees and contractors a workplace free from injury and illness.
- Allocate necessary resources to support the implementation, continuous improvement, and sustainment of our EH&S Operating System.
- Foster active participation and engagement of all employees.
- Stimulate a culture of hazard awareness and prevention that drives zero incidents.

Environment and Communities

- Develop and deliver products and services that minimize the impact on the environment and our communities and fully comply with applicable regulations.
- Execute environmental stewardship programs to achieve world-class efficiencies in energy, water usage, waste management, and air emissions while actively participating in environmental projects within our communities.
- Leverage digital technology and analyze data across the design to service value stream to guarantee accurate performance reporting, proactive identification, and management of risks.
- Through our EH&S Operating System, set goals, objectives, and targets to improve our performance continuously.

Stakeholders

- Govern our operations to ensure performance above and beyond compliance with applicable laws, regulations, and permits globally.
- Ensure the mitigation of EH&S aspects, impacts, hazards, and risks in all business decisions through management of change.
- Engage our high-risk suppliers on topics including, but not limited to, environmental stewardship, employee health and safety, and ethical business practices to ensure business continuity.
- Our EH&S Operating System will ensure business continuity by proactively identifying and managing emerging EH&S aspects, impacts, hazards, and risks.

EH&S is a shared responsibility, and all of us are held accountable. We are empowered and expected to stop work where appropriate and report early warning indicators, near misses, concerns, and incidents. These expectations are foundational to our **Safety Commitments** that we expect every employee to embrace and promote in their daily activities.

Dave Gitlin
Chairman & Chief Executive Officer
Carrier

Adrian Button
Senior Vice President, Operations
Carrier

Our Safety Commitments

Icon	Commitment
	**Risk Assessment** Identification of safety hazards "at the moment" is essential to defining controls to minimize the chance of injury. **I will** • Complete a pre-work assessment and inspect controls before starting any activity • Continue to assess that my work is safe • Stop work if the assessment shows that it is not safe or harms the environment **I will NOT** • Remove or bypass safety features • Ignore safety rules, warning signs, barricades, walkways or other site controls • Attempt to work on equipment I am not trained and authorized on ***I will STOP WORK if I cannot perform the task SAFELY!***
	**Electrical Safety** When performing electrical work or when there is arc flash potential: **I will** • Check my PPE is not broken or damaged before use • Verify electrical test equipment is operating properly • Use 10mA GFCI/RCD with all handheld power tools **I will NOT** • Start work if I have damaged PPE or equipment ***I will STOP WORK if I cannot perform the task SAFELY!***

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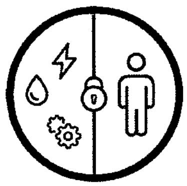
<tr><td></td><td>

Hazardous Energy

When servicing or maintaining machines/equipment:

I will

- Identify the energy sources that could hurt me (electrical, chemical, mechanical, radiation, hydraulic, pneumatic (air), gravity, thermal, etc.)
- Isolate the energy sources to avoid the release of stored energy
- Confirm Zero Energy State before working on isolated equipment

I will NOT

- Work on hazardous energy sources that cannot be isolated

I will STOP WORK if I cannot perform the task SAFELY!

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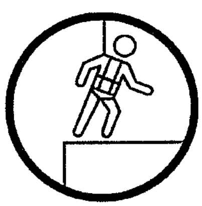
<tr><td></td><td>

Working at Height

When working at a height ofand outside of protected guard rails and man lifts:

I will

- Obtain a valid permit for elevated work, if required
- Verify fall protection equipment is safe and in good condition before use
- Verify customer-owned equipment is safe and in good condition before use
- Check fixed platforms, fall arrest systems, harnesses, and lanyards are anchored correctly
- Secure my tools and equipment to prevent dropped objects
- Always maintain 3 points of contact on ladders

I will NOT

- Start work when I cannot put in place controls to protect me against a fall

I will STOP WORK if I cannot perform the task SAFELY!

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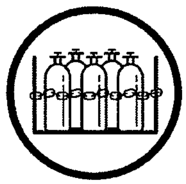


Pressurized Gas

When working with gaseous suppression and compressed gas cylinders:

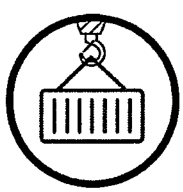
I will

- Always treat cylinders as fully pressurized
- Use mechanical aids and follow safe handling procedures when moving cylinders
- Perform pressure releases in a secured and controlled manner

I will NOT

- Move or transport cylinders without valve protection
- Remove the valve cap or locking pin before a cylinder is secured
- Leave cylinders unsecured or unrestrained
- Use cylinders that look damaged, corroded, or have exceeded their proof pressure test date

I will STOP WORK if I cannot perform the task SAFELY!



Lifting Operations

When utilizing cranes, hoists, or other mechanical lifting devices:

I will

- Verify that a safe work zone is established and maintained
- Follow approved lifting methods
- Obtain a valid permit before starting a lifting operation, if required
- Check that rigging and safety devices are inspected and operational

I will NOT

- Install rigging without qualifications
- Work or walk under a suspended load

I will STOP WORK if I cannot perform the task SAFELY!

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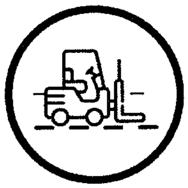
<tr><td></td><td>

Industrial Vehicles

When operating powered industrial vehicles (PIV):

I will

- Follow procedures while operating a PIV.
- Maintain the PIV per company and manufacturer requirements for safe operation
- Set up an exclusion zone for loading/unloading tasks and keep people out
- Yield at intersections and crosswalks
- Always wear my seat belt or fastening device, if appropriate

I will NOT

- Exceed speed limit of 8 km/h (5mph)
- Operate a PIV without qualification

I will STOP WORK if I cannot perform the task SAFELY!

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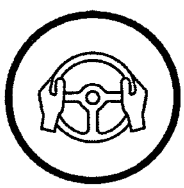
<tr><td></td><td>

Motor Vehicles

When using motor vehicles in everyday work activities:

I will

- Pre-plan my trip to avoid predictable hazards.
- Verify that everyone in the vehicle is wearing a seatbelt.
- Verify loads are secured and secure the movement of vehicles being loaded or unloaded

I will NOT

- Drive on company business or in a company vehicle if fatigued or under the influence of drugs or alcohol
- Text from a mobile telephone while driving.
- Use mobile phones or other devices while driving unless using hands-free technology.

I will STOP WORK if I cannot perform the task SAFELY!

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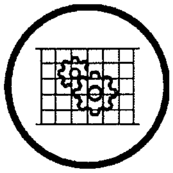
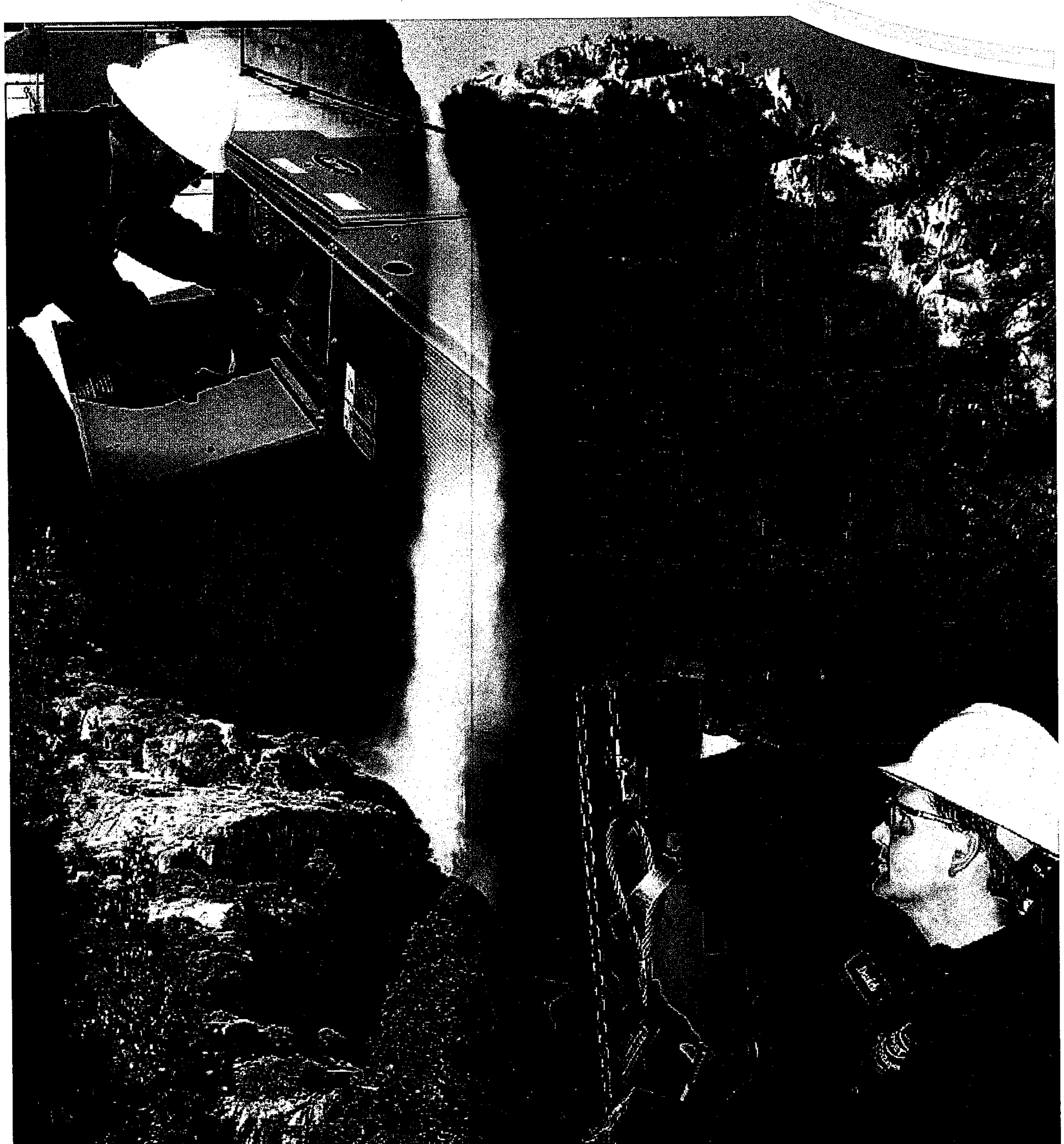
Icon	Commitment
	**Machine Guarding** When using machines and equipment with moving parts: **I will** • Verify safeguards are in place and functioning correctly before operating the machine/equipment • Inform supervisor if the safeguards were disabled or are faulty **I will NOT** • Work around/on equipment that is unguarded or has faulty safeguards • Tamper, disable, or bypass machine/equipment guarding. ***I will STOP WORK if I cannot perform the task SAFELY!***

Carrier

turn to the experts

Environmental Health & Safety Program
Building Systems and Services



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

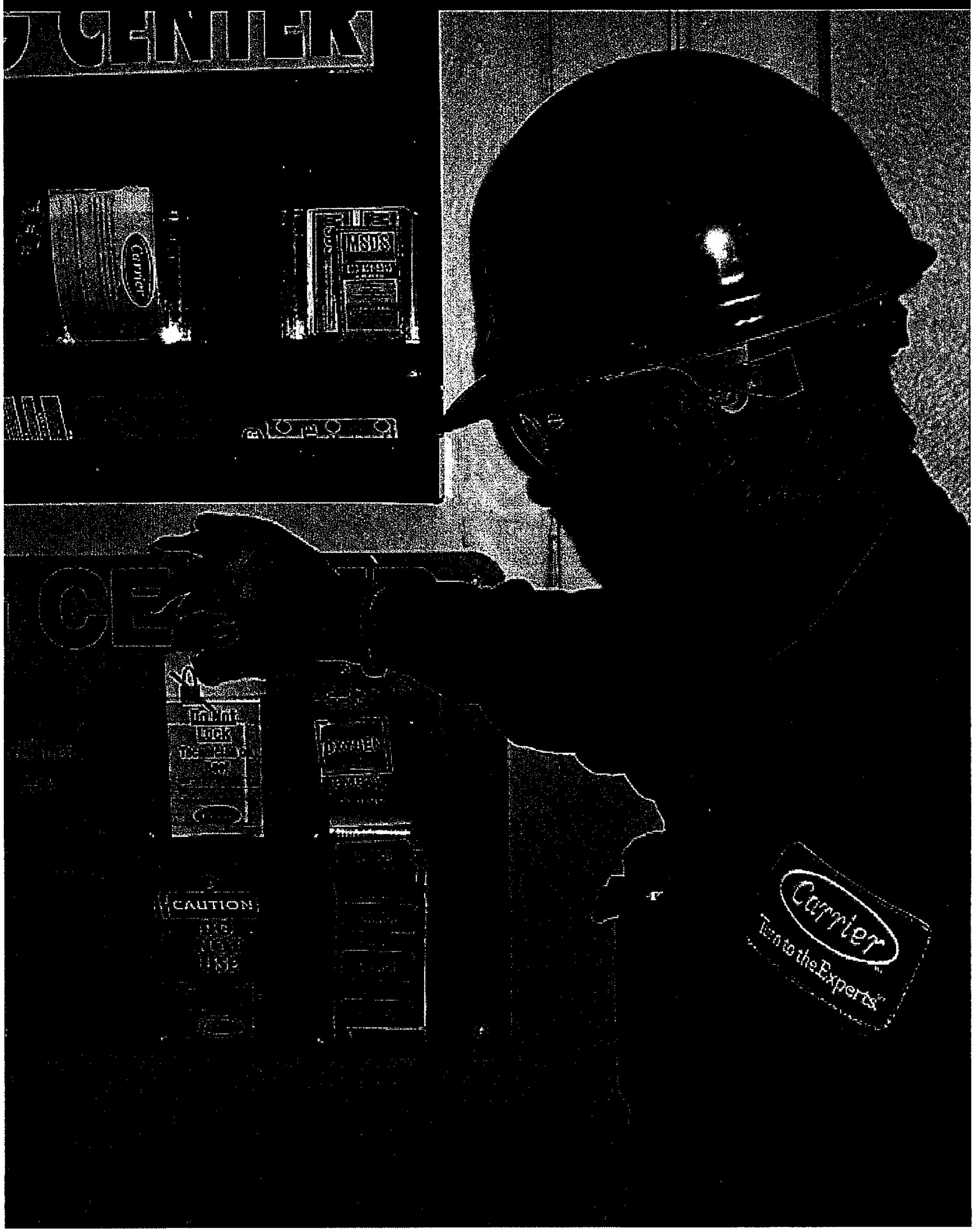
Protecting the safety of our employees, and the environment, is a core value within Carrier. We will not be satisfied until our workplaces are safe from hazards, our employees are injury free, our products and services are safe, and our commitment and record in protecting the environment are unmatched.

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.