

REQUEST FOR QUALIFICATIONS #R10-1143 FOR: ENERGY AND CONSERVATION PERFORMANCE CONTRACTING SERVICES

November 10, 2022

Section Two: Proposal Submission, Questionnaire and Required Forms

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal.

QUESTIONNAIRE & EVALUATION CRITERIA:

- ☒ PROPOSAL FORM 1: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

- ☒ PROPOSAL FORM 2: CERTIFICATIONS AND LICENSES
- ☒ PROPOSAL FORM 3: CLEAN AIR AND WATER ACT
- ☒ PROPOSAL FORM 4: DEBARMENT NOTICE
- ☒ PROPOSAL FORM 5: LOBBYING CERTIFICATION
- ☒ PROPOSAL FORM 6: CONTRACTOR CERTIFICATION REQUIREMENTS

- ☒ **PROPOSAL FORM 7: ANTITRUST CERTIFICATION STATEMENTS**
- ☒ **PROPOSAL FROM 8: IMPLEMENTATION OF HOUSE BILL 1295**
- ☒ **PROPOSAL FROM 9: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☒ **PROPOSAL FORM 10: RESIDENT CERTIFICATION**
- ☒ **PROPOSAL FORM 11: FEDERAL FUNDS CERIFICATION FORM**
- ☒ **PROPOSAL FORM 12: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☒ **PROPOSAL FORM 13: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☒ **PROPOSAL FORM 14: NON-COLLUSION AFFIDAVIT**
- ☒ **PROPOSAL FORM 15: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☒ **PROPOSAL FORM 16: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☒ **PROPOSAL FORM 17: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☒ **PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☒ **PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☒ **PROPOSAL FORM 20: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☒ **PROPOSAL FORM 21: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Honeywell International, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	855 South Mint Street Charlotte, NC 28202
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Tony George Senior Account Executive Anthony.George@honeywell.com 832-239-0178
Performance Capability (30 Points)		
Breadth of products and services provided	<i>Describe the products and services your company offers in response to the scope of this RFQ.</i>	<div> <div> <ul style="list-style-type: none"> Engineering Analysis Remote Diagnostics Co-generation Solutions Mechanical Heating, Cooling, and Ventilating Equipment Retrofits Control and Automation Systems Metering & Specialized Sub-Metering Solutions Whole Building Commissioning Life Safety and Security </div> <div> <ul style="list-style-type: none"> Indoor Air Quality Solutions Renewable Energy Solutions-Solar, Wind, Geothermal Lighting System Retrofits and Service Steam System and Trap Analysis & Maintenance Project Management Air Balancing Green Power Solutions (Biomass) </div> </div> <div> Portfolio Management <ul style="list-style-type: none"> Management & Technical Staff Training Maintenance Planning Performance Monitoring Services Mechanical Maintenance Services Facility Management Services Fire Alarm Systems and Services </div>

		<ul style="list-style-type: none">▪ Security Systems and Services▪ Control and Automation Systems and Maintenance Services <p>Energy Asset Management – Efficiency and Demand Reduction Technology / Services</p> <ul style="list-style-type: none">▪ Air Compressor Replacement/Upgrade▪ Air Conditioning Unit Replacement▪ Air Management Systems▪ Air Systems Balancing▪ Boiler Combustion Controls▪ Boiler Heat Recovery▪ Boiler Controls▪ Boiler/Burner Replacement▪ Building Envelope Improvements▪ Chiller Optimization and Control▪ Chiller Replacement▪ Combustion Analyses▪ Construction Management▪ Conversion to HID▪ Day Light Control▪ Domestic Hot and Cold Water▪ Dust Collection Systems▪ Economizer Control▪ Electrical Load Management Optimization▪ Electrical Distribution Systems▪ Street Lighting Retrofits▪ Waste/Trash Management▪ CHP and Central Plant (Biomass)▪ Fans and Blowers	<ul style="list-style-type: none">▪ Energy Portfolio Management▪ E-Business Supply- Chain Purchasing Assistance <ul style="list-style-type: none">▪ Exit Sign Conversion▪ Fleet Fuel Conversion▪ Heating, Ventilating and Air Conditioning System Modifications▪ High Efficiency Motors▪ Humidity Control/Dehumidification▪ Fluorescent Lamp and Ballast Replacement▪ Implementation of Improvements Recommendations▪ Irrigation System Controls▪ Irrigation Systems Greywater Conversions▪ Incandescent to Fluorescent Lighting▪ Individual Room Lighting Control Industrial HVAC▪ Large Scale Lighting Control▪ Parking/Street Lighting▪ PLC Systems▪ Steam Systems▪ Energy Information and Control System▪ Energy Recovery▪ Renewable technology▪ Microgrids▪ High Efficiency Motors▪ Fire Alarm and Security Systems Installation and Integration
Demonstrated ability to provide best-in-class products and services to the Equalis Group membership	<i>Please provide an overview of your products and services. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i>	<p>ESPC Experience: Honeywell has over 40 years of experience with energy savings performance contracting. Just within the last five (5) years, from 2015-2019, we have implemented performance contracts totaling over \$1.1 Billion. We have deep experience in K12, Higher Education, Cities and Municipalities.</p> <p>Wastewater / Water Systems Experience: Honeywell has highly relevant experience with WWTP and Water Systems could be applicable to many projects. We’ve partnered with Ardurra Group, Inc. to assist in developing the right solutions for the municipal water systems. Ardurra was our partner at the City of Laredo, Texas where we were recently awarded a \$10M performance contract. Ardurra bring years of world class experience and water plant design experience that will allow us to provide the city with solutions that deliver value.</p> <p>We are Local: Honeywell has fully staffed offices in most major cities across the United States. This puts us in close proximity to any project need across the country. These offices have engineers, project managers, and the necessary staff to implement projects needed by many TIPS clients.</p>	

		<p>In-House Engineering, Design and Energy Analysis: Honeywell has extensive energy engineering expertise and has audited analyzed, modeled, and developed creative energy-savings strategies for hundreds of buildings of various types. Honeywell has a wealth of in-house talent backed by years of experience, outstanding education credentials and industry certifications. Our experience enables us to furnish an expert analysis to optimize the best energy design for any situation.</p> <p>Risk: We take on more risk: Other ESCO's may claim they have never had an energy short-fall or had to make a payout. If so, <i>then that ESCO is not taking enough risk on your behalf</i>. Although our engineering expertise allows us to keep our payouts low and infrequent, we are proud that we take on our customer's risk and make good on our guarantee in the instances when a payout is necessary.</p> <p>Ability to implement Supplier Participation Plans: Honeywell has a long history of working with local, small, micro, minority and diverse subcontractors. <i>Since 2004, Honeywell has awarded millions in subcontracts to small and disadvantaged firms</i> for many of the contracts that we deliver to our public-sector clients, including our Energy Savings Performance Contracts.</p> <p>Vendor-Neutrality: we are vendor-neutral when engaging in energy savings performance contracts, with solutions ultimately derived from customer preference and our own experience with similar projects and customers. Our process allows us to work with a wide variety of specialists, manufacturers and consultants and contractors without being positioned with a single vendor's solution.</p> <p>Project Finance and Structuring – Honeywell has its own captive finance company, Honeywell Global Finance (HGF). HGF can work with our customer's financial managers to help identify and implement the best financing plan for any retrofit or new plant development work. HGF has performed numerous outsourced projects allowing clients to divert capital funds to other areas while purchasing the output of their projects on an as-needed basis with annual operating funds.</p>
	Describe how you administer your financial Guarantee. Please include your insurance or other financial backing to support the guarantee.	<p>We guarantee 100% of the energy and operational savings generated from the energy efficiency and infrastructure renewal project. Honeywell self-insures, equipping clients with peace of mind that — in the unlikely event the project savings are not achieved — they will be paid out according to the terms of the savings guarantee. We can offer these terms because our projects are secured against Honeywell's close to \$60 billion in assets (2020) and an investment-grade "promise to pay."</p> <p>It is a superior insurance mechanism that avoids the inherent risks associated with third-party insurers or ESCO (Energy Services Company) partnering arrangements. The cornerstone to our approach is as follows:</p> <ul style="list-style-type: none"> • Third-party insurance mechanisms are complex and may not deliver what clients need, when you need it the most — our guarantee is simple and straightforward. • We avoid introducing third-party insurers that may challenge payment commitments and lead to delays in meeting our obligations to clients. • We avoid partnerships with other ESCOs as a strategy to backstop our guarantee or to add assets to our portfolio — Honeywell can stand alone. <p>In short, our guarantee is real — a first-party commitment that Honeywell will deliver the results or pay the difference within two weeks of the annual savings report. Honeywell stands behind each project with an iron-clad savings guarantee. That is how you substantially lower their risk, when doing business with us.</p>
	Please outline any other services you provide such as consultation, software, equipment rentals, financial services, etc.	<p>Over the past 10 years, Honeywell has deployed 2,100+ energy efficiency projects at its own facilities and reduced the greenhouse gas emissions by 65%. A \$5.7-billion business, Honeywell Building Technologies (HBT) is a world leader in the Industrial Internet of Things and application of machine learning to building</p>

		management systems. Our systems are found in more than 10 million buildings. The HBT portfolio includes energy services, building products, solutions, and building management systems.
History of meeting the shipping and delivery timelines	<i>Outline the method in which your products are delivered to customers, including whether your products are provided through dealers or distributors and how you work with those dealer/distributors.</i>	<p>The Honeywell Energy Services Group (HESG) specializes in Energy Savings Performance Contracting (ESPC), engaged on energy efficiency and infrastructure renewal projects for the public and private sector. We bring a solid track record in delivery of comprehensive energy retrofit projects:</p> <ul style="list-style-type: none"> • Energy Services Company (ESCO) work since 1979 • 7,000+ energy projects delivered to public and private sector clients across North America • Over \$6 billion per year in energy and operational savings <p>The Honeywell team has been carefully selected to include experts with energy supply and demand management experience in public sector settings and education. Honeywell ESPC programs are approached as lifecycle processes. From cradle to grave, we retain responsibility for design and build implementation, O&M (Operations and Maintenance) plan development, measurement and verification (M&V), and project financing.</p>
	<i>Indicate the typical timeframe for products to be received after an order is placed. Outline how you work with customers to schedule shipping time frames.</i>	<p>With ESPC, timeframes change from project to project. The Project Manager will be responsible for preparing and submitting the project plan and will manage the project deliverables to meet the allocated project hours and deadlines. As part of Honeywell's ESPC project management process, all major project deliverables are peer reviewed before the plan is finalized.</p> <p>Once the project timeline is defined, it is overlaid into the MS Project scheduler and tracked and distributed to the project team. This schedule will serve as a blueprint of the project scope and implementation plan. The assigned Project Manager will continuously review the plan's project tasks with respect to their position on the delivery path including the impact of any outstanding issues or equipment delays.</p>
Return and restocking fees, shipping charges, and all other fees	<i>Describe your process for handling customer returns, including any associated fees or charges</i>	Not applicable for a comprehensive ESPC
	<i>Is there a minimum order amount before a delivery is made? If so, please indicate that amount.</i>	Not applicable for a comprehensive ESPC
	<i>Outline any other charges or fees that may be incurred by customers.</i>	Not applicable for a comprehensive ESPC
Response to emergency orders and requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	We offer flexible, customizable service programs that can enhance the skills of your existing staff or shift the right amount of risk to Honeywell. Whether you simply need preventive maintenance support, or you require Honeywell to include repair parts, repair labor and emergency service, Honeywell can create a program that is right for you.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	Honeywell's team of dedicated energy professionals is composed of registered Professional Engineers, Certified Energy Managers, Project Managers, and technical professionals who all possess a range of experience that enables Honeywell to address all aspects of energy services projects with the most up-to-date knowledge of technologies, design, and equipment. Our team members are considered leaders in their respective fields and have many years of education and experience that makes our projects the highest quality found in the industry. They have been trained to think "outside the box" to provide customized solutions to our customers' needs. Our team's unique capabilities translate to high quality construction,

		<p>greater savings, and swift project implementation and realization of savings, which ultimately enhances the project results and increases customer satisfaction.</p> <p>Our personnel are distributed throughout the country into regional and local support networks. This includes our local team in Texas, as well as our team of engineering professionals located throughout the US.</p> <p>Our team has been carefully selected to include tested and experienced resources with energy supply and demand management experience in public sector settings. Our team includes subject matter experts in Performance Contracting, program management, energy auditing, design, construction management, GHG inventories, renewable energy, third-party funding, and operations and maintenance (O&M) services. Honeywell utilizes a project management approach where the same engineers who conduct the IGA audits and develop project concepts will participate in project design, create bid specifications, assist with construction management, and consult on project operations, construction, and O&M services. We also believe in enhancing our team by using the most qualified and reliable engineering firms, equipment vendors, and subcontractors.</p> <ul style="list-style-type: none"> • From our extensive experience, each project and specific customer's requirements are unique and require specific attention. At Honeywell, we strive to ensure a formal communication process is in place based on maximizing two-way information flow. This is accomplished through periodic on-site project review meetings; at these meetings we present over the schedule to date, 30 days look behind, and a two-week look ahead. An ongoing action register is also kept and updated weekly so the appropriate parties do not lose sight of a task that may be required to complete the project. The frequency of these onsite meetings is determined mutually with the customer and is scheduled at the customer's convenience. • Typically, we find that one meeting every 1-2 weeks is adequate depending on the level of onsite activity. However, we can schedule depending on the preferences and needs and each customer.
Capabilities related to ordering, returns and reporting	<i>Provide relevant information regarding your ordering process, reporting process. Include any specific consultation you provide to customers during this process.</i>	<p>Honeywell's Energy Services Group (HESG) is an independent, vendor neutral business unit providing performance-based contracting solutions throughout the globe. As part of a comprehensive program for energy management services, Honeywell will work with the customer to select quality products for all equipment and services associated with the performance contracting program for the school buildings included in this RFQ.</p> <p>To accomplish this during the Design Phase, we will openly decide on the right products for each solution considering quality, application, lifecycle, efficiency, maintainability, and code requirements. As part of this review, we will solicit feedback on existing equipment type and manufacturers the District prefers or has standardized on; along with specifying mutually agreed upon technology and manufacturers that meet both Honeywell's and the District's quality requirements.</p> <p>This open, transparent, and independent design and product selection process is the result of our experiences with the implementation of over 7,000 projects. This process draws upon a company wide Six Sigma commitment to quality, and methodologies that ensure an integrated approach so that the overall solutions are optimized rather than just individual parts.</p>

		HESG remains vendor neutral, and this approach provides the assurances our clients need and expect as we work closely with them to evaluate their existing systems and make recommendations that are in their best interest.
Training & Implementation	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	Each energy conservation measure will be commissioned, and user training will occur after the measure is operational and before the equipment has begun the warranty phase. A typical ESPC warranty is for one year and includes labor and material. Manufactures warranties will be passed onto the customer and are designated by each piece of equipment and measures such as lighting have longer than one-year warranties. Ongoing training on equipment after installation will be carried in the project, and semi-annual or customized training can be specified on higher technical installations to occur every year of the guarantee period or on a frequency as directed by each customer.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	Honeywell uses standard AIA billing forms throughout each ESPC project. We comply with all state, local, and federal certified payroll requirements.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Honeywell's EMR - 0.41 OSHA 300 log - TCIR 0.0 Honeywell's 2022-2023 EMR Letter is included immediately after this form on page 11.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Qualifications and Experience (30 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	https://www.honeywell.com/us/en
	<i>Please provide a brief history of your company, including the year it was established.</i>	A Fortune 100 company, Honeywell International Inc. is a corporation publicly traded on Nasdaq (NASDAQ: HON) and with headquarters in Charlotte, North Carolina. We trace our roots to a Swiss-born engineer who invented and patented a furnace controller as well as an alarm for automating heating systems regulation in 1885. Honeywell employs approximately ~110,000 employees in more than 919 sites globally, including 18,000 engineers and 9,000 software developers.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	Though Honeywell has not contracted with Region 10 for ESPC in the recent years, Honeywell products and services can be found throughout Region 10 in building automation & controls, alarm systems, and security systems.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable	Contact information follows. Resumes for these positions are included beginning on page 15. Executive Support Chadd Currier, Global Director of Energy and Sustainability Chadd.Currier@Honeywell.com (913) 205-1434 The Account Manager, Contract Manager, Marketing, and Billing/Accounts Payable contact person for specific Region 10 projects will be Tony George, Senior Account Executive. Anthony.George@Honeywell.com (832) 239-0178

Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	~\$34B In Sales
	<i>What is your strategy to increase market share in the public sector?</i>	Honeywell currently has more than 200 sales professionals in the US working specifically in the public sector. This includes teams focused on energy & sustainability, education, state and local governments, and healthcare (both public and private).
Past experience in JOC estimation	<i>What is your past experience working with JOC estimation, if any?</i>	Honeywell has prior JOC experience.
Minimum of 5 public sector customer references relating to the products and services within this RFP & demonstrated ability to provide energy and conservation savings	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please include any demonstrated energy and conservation savings. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	<p>Entity: City of Boston, MA Contact name & title: Adam Mullen, Project Manager Public Facilities City & state: Boston, MA Phone number: (617) 756-8365 Years serviced: 5 Description of services: Honeywell developed a comprehensive and actionable plan to reduce energy cost and emissions by auditing 266 City facilities. The preliminary assessment identified 240 measures for \$100M potential projects. The Boston-Honeywell project team selected 14 facilities for Phase I that consisted of Police Headquarters and two police stations, Copley Library and three branch libraries, two fire stations, three community centers, and two public recreational facilities. The scope included building automation improvements for remote monitoring, heating and cooling infrastructure improvements, and advanced building meters. Phase II consists of more infrastructure efficiencies that are currently underway in other facilities. Annual volume: \$10.7M</p> <p>Entity: City of Worcester, MA Contact name & title: John Odell, Director Energy and Asset Management City & state: Worcester, MA Phone number: (508) 799-8325 Years serviced: 6 Description of services: The City of Worcester Performance Contract includes work across a total of 93 buildings and 5,003,546 SF of building space. The scope of work included a range of Energy Conservation Measures (ECMs) from the installation and integration of building management systems, chiller replacements, solar PV installations, computer power management to the successful installation of a chiller at City Hall to support the operation of the outdoor ice rink in the Worcester Common. This project will not only save energy but will increase the comfort of the building occupants and provide the city with more reliable equipment in their facilities. Annual volume: \$6.2M</p> <p>Entity: Miami Dade County Seaport Department, FL Contact name & title: Ray Abrahante, Project Engineer 3 City & state: Miami, FL Phone number: (305) 869-3277 Years serviced: 7 Description of services: Energy Savings Performance Contract with goal to reduce energy expenditures while upgrading critical infrastructure at Port Miami. The project included upgrades in parking garages and the Administration building. Energy Conservation Measures (ECMs) included replacement of existing chillers</p>

with two new hi-efficiency 125-ton water cooled York chillers, stainless steel cooling towers, new hi-efficiency motors and VFDs, conversion of all existing 3-way valves to 2-way valves, building automation controls, LED Lighting retrofits for four parking garages, and water conservation measures.
Annual volume: Primary project - \$3.9M, Service - \$26K per year

Entity: Tinker Air Force Base, OK
Contact name & title: Joey Hunter, Contracting Officer's Representative
City & state: Oklahoma City, OK
Phone number: (405) 206-6350
Years serviced: 5+ years
Description of services: Honeywell provided numerous improvements to building boiler plants, as well as upgrades or replacements to HVAC systems, lighting, chilled, hot water, and steam distribution systems, and to water and sewer conservation systems.
Annual volume: \$57M

Entity: Marshall Community Unit School District #C-2
Contact name & title: Kevin Ross, Superintendent
City & state: Marshall, IL
Phone number: (217) 826-5912
Years serviced: 7
Description of services: The South Elementary building saw a comprehensive infrastructure renewal. The High School also saw upgrades in the form of additional digital controls for its heating and cooling systems. In addition to these improvements, both buildings had windows and roofing replaced, upgrades to electrical services, unit ventilator replacements, chilled water system installation to provide cooling, corridor lighting and ceiling replacements, and offices and restrooms remodeled with minor improvements.
Volume:
Phase 1: \$1.67M
Phase 2: \$2M
Phase 3: \$6.5M

Entity: Lebanon County, PA
Contact name & title: Jamie Wolgemuth, County Administrator
City & state: Lebanon, PA
Phone number: (717) 274-2801 ext. 2202
Years serviced: Since 1998
Description of services: The project included lighting retrofits to the Lebanon County courthouse, nursing home, correctional facility, counseling center, and various office buildings. Additional renovations in the form of boiler plant and water management upgrades were also applied to seven county buildings, which included the aforementioned nursing home and correctional facility. Lighting fixture upgrades and improvements to cooling, heating, and related energy systems were later made during Phase 3.
Volume:
Phase 1: 1M
Phase 2: \$3.7M
Phase 3: \$2.49M

Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	<p>Department of Energy, Energy Services Company (ESCO) Certification Honeywell is designated as a pre-qualified ESCO and a Super ESCO by the U.S. Department of Energy (DOE), holding multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts with the DOE, U.S. Air Force, U.S. Army, and MEDCOM organizations. We have held various IDIQ contracts with the DOE and USACE since 1999. "The U.S. Department of Energy manages three categories of ESCOs that perform federal government ESPC projects: DOE Qualified List of ESCOs, DOE Indefinite-Delivery, Indefinite-Quantity (IDIQ) ESPC ESCOs, and ENABLE ESPC ESCOs." Please refer to the excerpt from the DOE's Qualified List of ESCOs dated September 2022 following the resumes at the end of this application for proof that Honeywell is qualified as an energy services company and is in good standing with the DOE.</p> <p>National Association of Energy Service Companies (NAESCO) Energy Services Provider Certification Honeywell has been accredited by the National Association of Energy Services Companies since 1996. We are an active member and one of the earliest NAESCO charter members. As a senior and respected member of this prestigious association, Honeywell has worked diligently to promote customer interests in legislative and policy making bodies nationwide, developing measurement and verification (M&V) protocols and enabling relevant legislation. Our current Energy Services Provider Certification is attached following the DOE ESCO certification.</p>
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	For comprehensive ESPC, Honeywell acts as a value-add reseller. However, we may use components manufactured by Honeywell or others.
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Honeywell is not a privately held organization, therefore this question is not applicable.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	
Financial Condition of Vendor (20 Points)		
Demonstrated financial strength and bonding capacity	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	<p>In partnering with Honeywell, you can be assured that we will be around for the term of this contract. As an established American Company that has been in business since 1885, Honeywell has the strength and financial resources that are backed by over \$34.3 billion in 2021 annual sales.</p> <ul style="list-style-type: none"> ○ <u>Bonding Capacity</u> - Our bonding surety is North American Specialty Insurance Company, holding a rating of A+/XV in the Best's Key Rating Guide, and listed in the Department of the Treasury's Listing of Approved Sureties authorized to do business in the State of Texas. Federal Insurance Company has expressed its willingness to provide bonding support on single projects of \$150,000,000 with a total aggregate capacity of \$750,000,000. ○ <u>Insurance Coverage</u> – Honeywell carries liability insurance coverage in excess of the amount required in this response.
	<i>Provide your company's current bonding capacity. Letters may be attached in response to Form 6.</i>	Honeywell's total bonding capacity is \$150,000,000 per single event, and \$750,000,000 aggregate.

		Our present bonding agent is Chubb Surety. ESC Region 10 and Equalis Group may contact Julia R. Burnet via phone at (800) 433-0385. Honeywell is bondable for 100% of a performance bond and 100% for a project payment bond. A bonding capacity letter is included after Form 6 in this response.
	<i>What was your annual sales volume over last three (3) years?</i>	2021 - \$34.39B 2020 - \$32.64B 2019 - \$36.71B
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	Honeywell International Inc. is a publicly traded, Fortune 100 company with annual consolidated revenue of more than \$30B, operations in 50+ countries, and over 100,000 employees. We conduct business through hundreds of subsidiaries and affiliates. As are all large companies, Honeywell and its affiliates are from time to time named as parties in, or threatened with, actions, suits, proceedings, or investigations by governmental authorities throughout the world, often in instances when they are not at fault and sometimes without their knowledge in the case of investigations. Matters that are considered material are disclosed in Honeywell's filings with the U.S. Securities and Exchange Commission. Honeywell is a responsible company and contractor that continues to be awarded and successfully perform on thousands of local, state, foreign, and federal government-related contracts throughout the world. Further, Honeywell believes that, as a general matter, its current policies, practices, and procedures, and its training of employees with respect thereto, are properly designed to promote adherence to contractual and governmental requirements, laws, and regulations.
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Honeywell International, Inc. is classified as a large business concern and therefore does not hold any diversity certifications.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	Honeywell is a safe and inclusive place to work for people of all genders, religious beliefs, and ethnic backgrounds. We welcome different perspectives to the table. Inclusion and Diversity is the foundation of our performance culture that promotes respect, understanding and appreciation of different backgrounds and experiences. It is part of the energy that has — and will continue — to help us sustain a global competitive advantage for many years to come. Diversity, Equity and Inclusion is our corporate culture. It's one of the three foundational principles that support it: Integrity and Ethics, Inclusion and Diversity, Workplace Respect. Honeywell has six employee networks: Black Employees, Women Employees, Veteran Employees, All Abilities Employees, LGBTQ Employees, and Hispanic Employees. Honeywell has the following Diversity Partnerships: National Society of Black Engineers, Society of Hispanic Professional Engineers, Society of Women Engineers, and Jobs for America's Graduates.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Since pricing is not a required component of this RFQ, this question is not applicable. However, Honeywell has a long history of working with local, small, micro, minority and diverse subcontractors. Since 2004, Honeywell has awarded millions in subcontracts to small and disadvantaged firms for many of the contracts that we deliver to our public-sector clients, including our Energy Savings Performance Contracts.

Demonstrated ongoing MWBE program	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>As the prime contractor, Honeywell competitively bids subcontractor work and diligently seeks to award subcontracts to qualified Small Business (SB) entities. Resources to identify potential SB subcontracting firms include the following: the Metropolitan Economic Development Agency, Honeywell Divisional Small/Disadvantaged Business (SDB) List, HUBZone Small Business Listing maintained by the Small Business Administration (SBA), Honeywell Supplier Development Council, SBA Dynamic Small Business Search, arnet.gov, and Diversity Information Resources Women-Owned Directory. We create a site-specific plan for the use of SB entities based on the identified ECMs and developed scope of work.</p> <p>A rigorous subcontractor qualification and selection process provides SB entities an equal opportunity to provide quotes with sufficient time for bid preparation. Honeywell assists the SB with solicitation activities by arranging response times, quantities, and delivery schedules to facilitate SB participation. Guidance is provided throughout the procurement process regarding safety protocols, technical resource management, and project management, including construction schedule development, schedule of values, subcontractor management, and project cost management. We may modify our standard payment terms to accommodate the cash flow requirements of SB entities, while also offering financial assistance by funding performance and payment bonds for SB entities.</p> <p>SB outreach efforts have resulted in a database of more than 1,500 approved, diverse SB subcontractors. An ongoing formal assessment and qualification process ensures that potential subcontractors meet quality, performance, and safety standards. The qualification process encompasses a review of organization history, financial capabilities, performance history, safety record, claims, suits, and judgments, and may include a site visit. Honeywell actively solicits SB subcontractors by attending local trade shows, coordinating with customers to obtain a list of approved (preferred) SB subcontractors, and contacting the appropriate city, county, state, or regional referral organizations and local veteran's groups for access to their SB database. For specific secured and classified sites and projects, the team works with client site staff to identify preferred local subcontractors.</p> <p>Honeywell integrates its SB service providers with the project team to capture the benefits of team operations and support, and maximize the efficiency, performance, and safety of all team members. This integration provides SB entities with the safety net of working as part of a practiced team supported by a larger and more experienced firm, and the opportunity to build the experience to perform successfully on similar projects in the future. While forming relationships and awarding procurements, Honeywell works closely with its SB partners to identify and foster ways to increase the volume of business placed with SB concerns, assisting these entities in building the foundation necessary to become self-sustaining members of the economic mainstream.</p>
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>Leveraging purchasing cooperative agreements is big component of our current go-to-market strategy. While we understand it's not for all customers, many, especially within Region 10 and the other Texas school districts, do not always have the capacity to manage individual RFQs/RFPs and rely heavily on the purchasing coops. The customer's ability to utilize this agreement will be shared with them early in conversations.</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present</i></p>	<p>The Honeywell Energy & Sustainability sales team has bi-weekly meetings to share and discuss best practices. The use of buying co-ops is discussed frequently. The award of this agreement will be shared during the bi-weekly meeting, as well as via a mass communication to the team. Additionally, Honeywell is</p>

	<i>the contract to public agency customers and answer any questions they might have concerning it.</i>	open to allowing a representative from Equalis Group to provide a training sessions to discuss the details of the agreement during one of these bi-weekly (virtual) meetings.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Use of Honeywell name and logo in marketing communications and promotions will be subject to approval on a case-by-case basis. Written approval will be required for each use.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Reporting of sales through this agreement to Equalis Group is performed by the project manager that is assigned to each project. Additionally, Honeywell's legal team acts as the compliance check to ensure all legal requirements are fulfilled.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	Omnia Partners, TIPS
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	If awarded a contract, Honeywell will ensure the availability of use is communicated to potential clients as a possible procurement vehicle. If the customer is not a partner of Region 10 / Equalis Group, details of this agreement will be shared.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Honeywell currently has approximately 30 sales reps across the US focused strictly on ESPC. Additionally, there are another 35 sales reps with a focus in the education vertical and 30 sales reps focused on the government vertical. These reps are spread across all 50 states.

CHADD CURRIER

Global Director of Energy and Sustainability

CAREER SUMMARY: Chadd Currier has over 20 years of experience in the energy services industry, with expertise in consultative sales and strategic business development. He has an extensive background assisting clients in reducing their total cost of operations by collaborating to build strategic energy and maintenance programs. Chadd's mandate centers on tapping into Honeywell's global resources and securing executive sponsorship to help client organizations accomplish targeted outcomes. Mr. Currier has led projects spanning many specialties, including central plants, renewable energy programs, large scale facilities management, enterprise technologies and energy conservation projects, all of which have saved clients over \$300 million. Prior to joining Honeywell, he was also in the U.S. Air Force, serving as a program manager / contracts officer and unit liaison to the Pentagon Headquarters. In that role, he led multi-state teams that included the Department of Defense, Department of Energy, defense contractors, national laboratory scientists, engineers and program managers to ensure nuclear weapon stockpile safety, performance and financial requirements were achieved.

EDUCATION

MBA (Business Administration) |
The University of New Mexico

BS (Environmental Science) |
New Mexico State University

EXPERIENCE

Honeywell | 2 years

- Global Director of Energy and Sustainability
- Regional Sales Manager, Energy Solutions

NORESCO | 2 years

- Business Development Director

BCS Performance Solutions | 5 years

- Director, Performance Solutions

Siemens | 1 year

- Energy Solutions Business Development Manager

Johnson Controls | 11 years

- Regional Sales and Business Development Director

United States Air Force | 4 years

WMD Program Manager

TONY GEORGE

Senior Account Executive, Energy and Sustainability

CAREER SUMMARY: Tony George has over 10 years of experience in the energy services industry, with expertise in consultative and solution sale. He has an extensive background in technology, energy efficiency, and performance contracting, strengthened by the ability to evaluate complex problems and implement practical solutions. Mr. George has led projects across many verticals, with primary focus in the public sector – education, government, and healthcare. Prior to joining Honeywell, he worked for both start-ups and Fortune 100 companies. With his background in telecom and software, as well as the energy services industry, he is positioned to provide insight and value to his clients as data becomes a key component of maximizing operational value.

EDUCATION

EMBA (Executive Masters Business Administration) 2023 | Baylor University

BBA (Management Information Systems) | Baylor University

EXPERIENCE

Honeywell International | 2 years

- Senior Account Executive, Energy and Sustainability

Exo Group | 1 years

- Senior Account Manager

Demand Lighting USA | 2.5 years

- National Director, Sales

Pruf Energy Solutions | 4.5 year

- Director, Sales
- Corporate Sales Manager

Front Desk Networks | 2 years

- Sales and Marketing Manager

Time Warner Cable | 6 years

- Strategic Accounts Manager

AIMEE ALONSO, PE, CEM, LEED AP

Solution Development Engineering Supervisor

CAREER SUMMARY

Aimee Alonso brings more than 20 years of energy engineering and facility work experience and has been a member of the Honeywell team since 2010. As a Solution Development Engineering Supervisor, Aimee supports Honeywell's vertical offerings and sustainability initiatives. Aimee has been an anchor for the Infrastructure Renewal, Core Business, and HESG teams, developing solution engineering for a broad range of customers from schools to property owners and managers. Aimee also has extensive experience developing project elements for infrastructure renewal, energy efficiency, and capital improvement projects in the education, pharmaceutical, industrial, and commercial building markets.

Aimee's construction project designs have reduced facility costs through technology and technical services. Aimee's work in design/build engineering for the Morris Plains, New Jersey branch resulted in numerous successful projects to reduce facility costs and improve the operating environment. Today, Aimee performs in all phases of projects from site surveys, energy calculations, and design solutions.

During a 10-year career as a consultant, Aimee commissioned, validated, and designed HVAC systems for a wide range of facility projects. Aimee's technical areas of expertise include:

- **HVAC Systems** – Comprehensive analysis and design capabilities for all facilities, including pharmaceutical and lab spaces, airside analysis for clean rooms, data centers, production usage, hazardous and flammable chemical storage, laboratory hood control systems, computer modeling of HVAC system load, and performance.
- **Energy** – Evaluate existing baseline energy consumption data, benchmark buildings, perform preliminary utility analysis, quantify project costs, calculate energy savings, determine operational, environmental, and code-related impacts of proposed improvements. Develop HVAC, building automation, and control, motors, variable frequency drives, kitchen equipment, lighting, boilers, chillers, building envelope, renewable, swimming pool, water conservation, and retro-commissioning solutions.

Aimee currently reports out of Honeywell's office in Morris Plains, NJ.

EDUCATION

Bachelor of Engineering, Chemical Engineering, Stevens Institute of Technology, Hoboken, NJ, 2000

CERTIFICATIONS/ LICENSES/ REGISTRATIONS

- Licensed Professional Engineer (PE), NJ
- Certified Energy Manager (CEM)
- Accredited Professional, LEED AP

PROFESSIONAL AFFILIATIONS

Member, Association of Energy Engineers (AEE)

RELEVANT EXPERIENCE

Elizabeth Board of Education (BOE), Energy Savings Improvement Project (ESIP) Phase 1, Elizabeth, NJ – Assisted with investment grade auditing and design engineering | 2021 | \$75M

Monmouth Park Racetrack, Chiller Replacement, Oceanport, NJ – Designed solutions and provided technical assistance and support to project delivery team | 2021 | \$469k

Watchung Hills Regional High School, ESIP, Warren, NJ – Designed solutions and provided technical assistance and support to project delivery team | 2021 | \$6.1M

Newton School District, ESIP, Bogot, NJ – Designed solutions and provided technical assistance and support to project delivery team | 2020 | \$2.2M

Baltimore Convention Center, Healthy Buildings, Baltimore, MA – Designed solutions and provided technical assistance and support to project delivery team | 2020 | \$940k

Rumson Schools, ESIP, Rumson, NJ – Assisted with investment grade auditing and design engineering | 2019 | \$1.5M

Morris County Vocational School, ESIP, Denville, NJ – Designed solutions and provided technical assistance and support to project delivery team | 2019 | \$961k

Salvation Army, Boiler Replacements, West Nyack, NY – Designed solutions and provided technical assistance and support to project delivery team | 2018 | \$1.2M

Somerset County Vo-Tech School, ESIP, Bridgewater, NJ – Designed solutions and provided technical assistance and support to project delivery team | 2016 | \$2.1M

Westtown School, Energy Savings Performance Contract (ESPC), West Chester, PA – Generated guaranteed ESPC turn-key project that included lighting upgrades, plug load management, boiler installation, BMS upgrades, piping insulation, and demand response | 2016 | \$1.1M

Philadelphia University, Energy Retrofit Program, Philadelphia, PA – Developed various turnkey, multiple project solutions | 2016 | \$1.0M

Lower Cape May Regional School District, ESIP, Cape May, NJ – Assisted with investment grade auditing and design engineering | 2015 | \$2.8M

Elizabeth BOE, ESIP Phase 2, Elizabeth, NJ – Assisted with investment grade auditing and design engineering | 2012 – 2013 | \$10M

Honeywell Airport Hangar, Energy Retrofit Projects, Morristown, NJ – Developed multiple projects, including HVAC system replacement, ductwork modifications, destratification fans, building envelope, window film, and spray foam roofing | 2013 | \$450k

Jones Lang LaSalle, Energy Retrofit Projects, Morristown, NJ – Developed multiple projects for Honeywell campus, including chiller

replacements, cooling tower modifications, and fume hood projects that adjusted lighting and supply and exhaust airflows | 2010 – 2014 | \$4.2M

Town of Kearny, ESIP, Kearny, NJ – Assisted with investment grade auditing and design engineering | 2014 | \$1.4M

Bristol Myers Squibb, Lab Occupancy Energy Project, Lawrence Township, NJ – Assisted with investment grade auditing and design engineering | 2012 | \$1.4M

High Point Regional School District, ESIP, Sussex, NJ – Assisted with investment grade auditing and design engineering | 2012 | \$1.4M

Frankford School District, ESIP, Branchville, NJ – Developed various turnkey, multiple project solutions | 2012 | \$800k

Johnson and Johnson, Energy/Control Retrofit Projects, New Brunswick and Piscataway, NJ – Developed energy calculations for the retrofit of the existing and addition of new controls in Piscataway. Developed energy calculations for the replacement of 383 stand-alone Variable Air Volume box controls to new Honeywell direct digital controls in New Brunswick | 2012 | \$750k

Hanover Township Schools, ESIP, Whippany, NJ – Assisted with investment grade auditing and design engineering | 2011 | \$2.8M

WORK EXPERIENCE

HONEYWELL, INC., Solution Development Engineering Supervisor | 2021 – Present | Solution Development Engineer | 2012 – 2021

Paulus, Sokolowski and Sartor, LLC, Mechanical Designer | 2002 – 2012

DAN MORI, PE, CEM

Director of Engineering

CAREER SUMMARY

Dan Mori brings more than 36 years of experience in the energy services industry. As Engineering Leader, Dan provides complete project development and oversight of the Honeywell Energy Services Group (North America), including solution development, project pricing, financial analysis, manpower resources, project development support, risk analysis, technology review, and market strategy. Dan is well versed in developing and managing complex projects in the Higher Education, Federal, State and Local Government, and Water/Wastewater Treatment Plant markets, including working outside of the continental US. Mr. Mori is based out of Honeywell's Wixom, Michigan, office.

Dan currently reports out of Honeywell's office in Wixom, Michigan.

RELEVANT EXPERIENCE

Tinker Air Force Base, ESPC, Phase 1, Oklahoma City, OK | Sept. 2012 – July 2015 | \$80.6M

Kunsan Air Base, ESPC, Phase 1, Gunsan, SK | Sept. 2018 – Feb. 2021 | \$28M

City of Laredo, ESPC, Phase 1, Laredo, TX | March 2020 – Present | \$10M

Memorial University of Newfoundland, ESPC, Phase 2, St. John's, NF | Nov. 2017 – Jan. 2019 | \$13.3M

Department of Military and Veterans Affairs, ESPC, Phase 1 | 2006 | \$7.5M

West Chester University, ESPC, Phase 1, West Chester, PA | April 2006 – Aug. 2009 | \$19.2M

Lock Haven University, ESPC, Phase 1, Lock Haven, PA | May 2009 – May 2011 | \$9.3M

City of Wilmington, ESPC, Phases 1 and 2, Wilmington, DE | June 2012 – June 2017 | \$14.5M, \$35.3M

White Oak FDA Federal Research Centre, ESPC, Phase 3, White Oak, MD | Jan. 2011 – March 2014 | \$282.7M

Airbus A320 Plant, ESPC, Mobile, AL | 2009 – 2011 | \$36M

Slippery Rock University, ESPC, Slippery Rock, PA | June 2017 – Aug. 2019 | \$13.3M

Edinboro University, ESPC, Edinboro, PA | Jan. 2007 – Aug. 2010 | \$9.7M

EDUCATION

Bachelor of Science,
Mechanical Engineering,
Colorado State University

CERTIFICATIONS/ LICENSES/ REGISTRATIONS

Professional Engineer (PE) in
Michigan, License #620105050,
2003

PE in Maryland, License
#29563, 2007

PE in Pennsylvania, License
#PE071502, 2004

Certified Energy Manager
(CEM), License #8592, 2001

OSHA 30-Hour Certification

PROFESSIONAL AFFILIATIONS

Member, American Society of
Heating, Refrigeration, and Air-
Conditioning Engineers
(ASHRAE)

Member, Project Management
Institute (PMI)

Member, Association of Energy
Engineers (AEE)

New York State Department of Corrections – Wende/Buffalo, ESPC,
Rochester, NY | May 2007 – March 2010 | \$4.4M

New York State Department of Corrections – Albion/Orleans, ESPC, Albion,
NY | Jan. 2009 – May 2012 | \$10.2M

New York State Department of Corrections – Attica/Wyoming, ESPC, Attica,
NY | Feb. 2007 – July 2009 | \$11M

WORK HISTORY

Honeywell International, Inc., Director of Engineering | 2019 –
Present

Project Management Leader | 2003 – 2019

CMS Viron Energy Services, Project Manager | 1998 – 2002

Siemens Building Technologies, Director of Engineering | 1995 – 1997

Financial Energy Management, Energy Engineer | 1990 – 1994

Energy Analysis and Diagnostic Center, Energy Auditor | 1985 – 1989

DYLAN ALBACH, CEM, LEED AP

Project Management Supervisor

CAREER SUMMARY

Dylan Albach brings 15 years of experience in the energy services industry. As Project Management Supervisor, Dylan is responsible for management of operation resources to support development, project management, implementation, and turnover of Energy Performance Contracts. He provides work direction and coordination of activities to all personnel and subcontractors.

RELEVANT EXPERIENCE

Federal Experience

- Fort Benning Phase 1, GA, Ongoing | \$21M
- Fort Benning Phase 2, GA, Ongoing | \$26M
- Kunsan Air Base Phase 1, South Korea, 2021 | \$29M
- Kunsan Air Base Phase 3, South Korea, Ongoing | \$24.5M
- General Services Administration (GSA) Region 5 Enable, Ongoing | \$18.5M
- General Services Administration (GSA) Region 9, 2020 | \$22.5M
- Federal Correctional Institute (FCI) Manchester, Ongoing | \$19.8M
- Federal Correctional Institute (FCI) Cumberland, Federal Prison, 2020 | \$20.5M
- Tobyhanna Army Depot, PA, Ongoing | \$33.7M
- Letterkenny Army Depot, PA, Ongoing | \$51M
- Federal Communications Commission, 2019 | \$9.8M

Municipal Experience

- Town of East Haven, 2020 | \$5.3M
- City of Gardner, MA, 2016 | \$6.8M
- Town of Enfield, CT, 2016 | \$8.9M
- City of Newark, NJ, 2016 | \$19M
- Brandywine, PA | \$10.2M
- Town of Monroe, CT | \$3.4M
- Town of Stratford, CT | \$10.5M

Educational Experience

- Stony Brook University, Amendment 9, NY, 2017 | \$5.9M
- Stony Brook University, Amendment 8, NY | \$8.9M
- Stony Brook University, Amendment 7, NY | \$9.5M

YEARS WITH HONEYWELL

14

EDUCATION

Bachelor of Science, Mechanical Engineering, Stevens Institute of Technology

CERTIFICATIONS/ LICENSES/ REGISTRATIONS

LEED Accredited Professional

Six Sigma Green Belt Certification

Certified Energy Manager (CEM), 22586, 2015

-
- Shoreham Schools, NY, K-12, 2016 | \$7M
 - West Orange Schools, NJ | \$12.5M
 - Verona Schools, NJ | \$3.3M
 - Danbury Public Schools Phase 4, CT | \$9.23M

WORK HISTORY

Honeywell, Inc., Project Management Supervisor | 2019 – Present

- Project Manager | 2007 – 2019

Con Edison Solutions, Senior Project Manager | 2006 – 2007

Honeywell EMR Letter



April 01, 2022

RE: Honeywell International Inc.
Experience Modification Ratings

To Whom It May Concern:

Please find the Experience Modification Ratings for Honeywell International Inc. to be as follows:

<u>Rating Effective Date</u>	<u>EMR (Interstate)</u>
4/01/13-14	.40
4/01/14-15	.39
4/01/15-10/01/15	.38
10/01/15-16	.38
10/01/16-17	.39
10/01/17-4/1/18	.39
4/01/18-19	.42
4/01/19-20	.43
4/01/20-21	.46
4/01/21-22	.44
4/01/22-23	.41

Should you require any additional information, please do not hesitate to contact me at (212) 479-3599.

Sincerely,

A handwritten signature in blue ink that reads "Lauren Ortiz".

Lauren Ortiz
Casualty Brokerage

cc: Paul Piazza
Fionnuala Delahunty
Tiffany Clark
Tony Galiano

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

HONEYWELL INTERNATIONAL INC. CONSOLIDATED STATEMENT OF OPERATIONS

	Years Ended December 31,		
	2021	2020	2019
	(Dollars in millions, except per share amounts)		
Product sales	\$25,643	\$ 24,737	\$27,629
Service sales	8,749	7,900	9,080
Net sales	34,392	32,637	36,709
Costs, expenses and other			
Cost of products sold	18,344	17,638	19,269
Cost of services sold	5,050	4,531	5,070
	23,394	22,169	24,339
Selling, general and administrative expenses	4,798	4,772	5,519
Other (income) expense	(1,378)	(675)	(1,065)
Interest and other financial charges	343	359	357
	27,157	26,625	29,150
Income before taxes	7,235	6,012	7,559
Tax expense	1,625	1,147	1,329
Net income	5,610	4,865	6,230
Less: Net income attributable to the noncontrolling interest	68	86	87
Net income attributable to Honeywell	\$ 5,542	\$ 4,779	\$ 6,143
Earnings per share of common stock—basic	\$ 8.01	\$ 6.79	\$ 8.52
Earnings per share of common stock—assuming dilution	\$ 7.91	\$ 6.72	\$ 8.41

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

	Years Ended December 31,		
	2021	2020	2019
	(Dollars in millions)		
Net income	\$ 5,610	\$ 4,865	\$ 6,230
Other comprehensive income (loss), net of tax			
Foreign exchange translation adjustment	302	(211)	143
Actuarial gains (losses) recognized	256	91	162
Prior service credit (cost) recognized	7	47	1
Prior service credit recognized during year	(87)	(82)	(79)
Actuarial (gains) losses recognized during year	5	41	16
Foreign exchange translation and other	5	(23)	(14)
Pensions and other postretirement benefit adjustments	186	74	86
Changes in fair value of available for sale investments	(3)	4	—
Cash flow hedges recognized in other comprehensive income	17	10	103
Less: Reclassification adjustment for gains (losses) included in net income	20	54	92
Changes in fair value of cash flow hedges	(3)	(44)	11
Other comprehensive income (loss), net of tax	482	(177)	240
Comprehensive income	6,092	4,688	6,470
Less: Comprehensive income attributable to the noncontrolling interest	64	89	82
Comprehensive income attributable to Honeywell	\$ 6,028	\$ 4,599	\$ 6,388

**HONEYWELL INTERNATIONAL INC.
CONSOLIDATED BALANCE SHEET**

	December 31,	
	2021	2020
	(Dollars in millions)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 10,959	\$ 14,275
Short-term investments	564	945
Accounts receivable, less allowances of \$177 and \$202, respectively	6,830	6,827
Inventories	5,138	4,489
Other current assets	1,881	1,639
Total current assets	25,372	28,175
Investments and long-term receivables	1,222	685
Property, plant and equipment—net	5,562	5,570
Goodwill	17,756	16,058
Other intangible assets—net	3,613	3,560
Insurance recoveries for asbestos related liabilities	322	366
Deferred income taxes	489	760
Other assets	10,134	9,412
Total assets	\$64,470	\$64,586
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 6,484	\$ 5,750
Commercial paper and other short-term borrowings	3,542	3,597
Current maturities of long-term debt	1,803	2,445
Accrued liabilities	7,679	7,405
Total current liabilities	19,508	19,197
Long-term debt	14,254	16,342
Deferred income taxes	2,364	2,113
Postretirement benefit obligations other than pensions	208	242
Asbestos related liabilities	1,800	1,920
Other liabilities	7,087	6,975
Redeemable noncontrolling interest	7	7
SHAREOWNERS' EQUITY		
Capital—common stock issued	958	958
—additional paid-in capital	8,141	7,292
Common stock held in treasury, at cost	(30,462)	(27,229)
Accumulated other comprehensive income (loss)	(2,895)	(3,377)
Retained earnings	42,827	39,905
Total Honeywell shareowners' equity	18,569	17,549
Noncontrolling interest	673	241
Total shareowners' equity	19,242	17,790
Total liabilities, redeemable noncontrolling interest and shareowners' equity	\$64,470	\$64,586

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF CASH FLOWS

	Years Ended December 31,		
	2021	2020	2019
	(Dollars in millions)		
Cash flows from operating activities:			
Net income	\$ 5,610	\$ 4,865	\$ 6,230
Less: Net income attributable to the noncontrolling interest	68	86	87
Net income attributable to Honeywell	5,542	4,779	6,143
Adjustments to reconcile net income attributable to Honeywell to net cash provided by operating activities:			
Depreciation	674	644	673
Amortization	549	358	415
(Gain) loss on sale of non-strategic businesses and assets	(102)	3	1
Repositioning and other charges	569	575	546
Net payments for repositioning and other charges	(692)	(833)	(376)
Pension and other postretirement income	(1,114)	(798)	(516)
Pension and other postretirement benefit payments	(43)	(47)	(78)
Stock compensation expense	217	168	153
Deferred income taxes	178	(175)	179
Reimbursement receivables charge	—	509	—
Other	(28)	(338)	(287)
Changes in assets and liabilities, net of the effects of acquisitions and divestitures:			
Accounts receivable	(8)	669	11
Inventories	(685)	(67)	(100)
Other current assets	(276)	191	(430)
Accounts payable	744	15	118
Accrued liabilities	513	555	445
Net cash provided by (used for) operating activities	6,038	6,208	6,897
Cash flows from investing activities:			
Expenditures for property, plant and equipment	(395)	(906)	(839)
Proceeds from disposals of property, plant and equipment	27	57	43
Increase in investments	(2,373)	(3,236)	(4,253)
Decrease in investments	2,525	3,508	4,464
Receipts from Garrett Motion Inc.	586	—	—
Receipts (payments) from settlements of derivative contracts	192	(149)	102
Cash paid for acquisitions, net of cash acquired	(1,326)	(261)	(50)
Proceeds from sales of businesses, net of fees paid	203	—	—
Net cash provided by (used for) investing activities	(1,061)	(987)	(533)
Cash flows from financing activities:			
Proceeds from issuance of commercial paper and other short-term borrowings	5,194	10,474	14,199
Payments of commercial paper and other short-term borrowings	(5,190)	(10,400)	(14,199)
Proceeds from issuance of common stock	229	393	498
Proceeds from issuance of long-term debt	2,517	10,125	2,726
Payments of long-term debt	(4,917)	(4,308)	(2,903)
Repurchases of common stock	(3,380)	(3,714)	(4,400)
Cash dividends paid	(2,626)	(2,592)	(2,442)
Other	(81)	(59)	(79)
Net cash provided by (used for) financing activities	(8,254)	(81)	(6,600)
Effect of foreign exchange rate changes on cash and cash equivalents	(39)	68	16
Net increase (decrease) in cash and cash equivalents	(3,316)	5,208	(220)
Cash and cash equivalents at beginning of period	14,275	9,067	9,287
Cash and cash equivalents at end of period	\$ 10,959	\$ 14,275	\$ 9,067

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF SHAREOWNERS' EQUITY

	Years Ended December 31,					
	2021		2020		2019	
	Shares	\$	Shares	\$	Shares	\$
	(in millions, except per share amounts)					
Common stock, par value	957.6	958	957.6	958	957.6	958
Additional paid-in capital						
Beginning balance		7,292		6,876		6,452
Issued for employee savings and option plans		184		248		271
Stock-based compensation expense		217		168		153
Impact of Quantinuum contribution		448		—		—
Ending balance		8,141		7,292		6,876
Treasury stock						
Beginning balance	(260.8)	(27,229)	(246.5)	(23,836)	(228.0)	(19,771)
Reacquired stock or repurchases of common stock	(15.8)	(3,380)	(20.7)	(3,714)	(26.5)	(4,400)
Issued for employee savings and option plans	3.8	147	6.4	321	8.0	335
Ending balance	(272.8)	(30,462)	(260.8)	(27,229)	(246.5)	(23,836)
Retained earnings						
Beginning balance		39,905		37,693		33,978
Net income attributable to Honeywell		5,542		4,779		6,143
Dividends on common stock		(2,620)		(2,567)		(2,428)
Ending balance		42,827		39,905		37,693
Accumulated other comprehensive income (loss)						
Beginning balance		(3,377)		(3,197)		(3,437)
Foreign exchange translation adjustment		302		(214)		143
Pensions and other postretirement benefit adjustments		186		74		86
Changes in fair value of available for sale investments		(3)		4		—
Changes in fair value of cash flow hedges		(3)		(44)		11
Ending balance		(2,895)		(3,377)		(3,197)
Noncontrolling interest						
Beginning balance		241		212		178
Acquisitions, divestitures, and other		397		(6)		(3)
Net income attributable to noncontrolling interest		68		86		87
Foreign exchange translation adjustment		(4)		3		(5)
Dividends paid		(33)		(54)		(45)
Contributions from noncontrolling interest holders		4		—		—
Ending balance		673		241		212
Total shareowners' equity	684.8	19,242	696.8	17,790	711.1	18,706
Cash dividends per share of common stock		\$ 3.770		\$ 3.630		\$ 3.360

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Department of Energy Qualified List of Energy Service Companies



DEPARTMENT OF ENERGY'S QUALIFIED LIST OF ENERGY SERVICE COMPANIES

48. Honeywell International Inc.	Daniel Powell Sales Manager	512 Pembroke Lane Waxhaw, NC 28173	P: 980-315- 9767	Email: daniel.powel@honeywell.com Website: www.honeywell.com
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National Association of Energy Service Companies (NAESCO) Certification



PROPOSAL FORM 4: CLEAN AIR WATER ACT

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

Potential Vendor: Honeywell International, Inc.

Title of Authorized Representative: Tony George, Senior Account Executive

Mailing Address: 715 Peachtree Street NE, Atlanta, GA 30308

Signature: _____

PROPOSAL FORM 5: DEBARMENT NOTICE

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

Potential Vendor: Honeywell International, Inc.

Title of Authorized Representative: Tony George, Senior Account Executive

Mailing Address: 715 Peachtree Street NE, Atlanta, GA 30308

Signature: _____

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

November 10, 2022

Date

Chubb Surety
202B Halls Mill Road
P.O. Box 1650
Whitehouse Station, NJ 08889
www.chubb.com

February 15, 2022

CHUBB®

Honeywell International Inc.
115 Tabor Road
Morris Plains, NJ 07950

Re: Honeywell International Inc. – Bonding Capacity

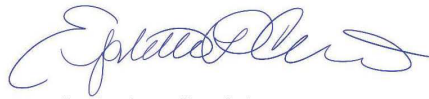
To Whom it May Concern:

Honeywell International Inc. has been a highly regarded and valued client of Federal Insurance Company since 1997. Federal Insurance Company is rated A++ / XV in the Best's Key Rating Guide and is listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570). Federal Insurance Company is incorporated in the State of Indiana, with its principal office located at 202B Halls Mill Road, P.O. Box 1650, Whitehouse Station, NJ 08889. Federal Insurance Company has expressed its willingness to provide bonding support on single projects of \$150,000,000 with a total aggregate of \$750,000,000.

In accordance with the normal practice, Federal Insurance Company's willingness to extend suretyship will be based on their underwriting of the account at the time the contractor requests bonds.

In addition, the execution of any final bonds will be subject to the review and acceptance of contract documents by Honeywell International Inc. and Federal Insurance Company. Bonds for long-term contracts will be issued on an annual basis, to be extended each year by a Continuation Certificate executed by Federal Insurance Company.

Sincerely,



Elizabeth P. Cervini
Attorney-in-Fact



EPC/meg

cc: Jordan Ezekiel, Federal Insurance Company



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jonathan F. Black, Denise M. Bruno, Julia R. Burnet, Elizabeth P. Cervini, James M. DiSciullo, Stephanie S. Helmig, Melissa J. Hinde, Joyce M. Houghton, David A. Johnson, David C. Rosenberg, Harry C. Rosenberg, John E. Rosenberg and Matthew J. Rosenberg of Wayne, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **14th** day of **May, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **14th** day of **May, 2021**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **15th** day of **February, 2022**.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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



Signature of Respondent

November 10, 2022

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this 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.

VENDOR Honeywell International, Inc.

ADDRESS 715 Peachtree Street, SE
Atlanta, GA 30308

PHONE (832) 239-0178

FAX None

RESPONDANT



Signature

Tony George
Printed Name

Senior Account Executive
Position with Company

AUTHORIZING OFFICIAL



Signature

Tony George
Printed Name

Senior Account Executive
Position with Company

PROPOSAL FORM 9: 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.

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:

Starting on January 1, 2016, the commission will make 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 and have the form notarized. 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. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? ARG
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? ARG
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**"
☒ I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Honeywell International, Inc.

855 South Mint Street

Company Name

Address

Charlotte, NC 28202

City State Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? ARG

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? ARG

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? ARG

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? ARG

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? ARG

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? ARG

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? ARG

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? ARG

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? ARG

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? ARG

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? ARG

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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 from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 are also prohibited.

Does vendor agree? ARG

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? ARG

(Initials of Authorized Representative)

14. Applicability to Subcontractors

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

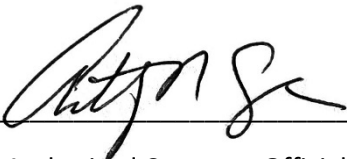
Does vendor agree? ARG

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Honeywell International, Inc.

Company Name



Signature of Authorized Company Official

Tony George

Printed Name

Senior Account Executive

Title

November 10, 2022

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub-contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

November 10, 2022

Date

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Honeywell International, Inc.

Street: 715 Peachtree Street NE

City, State, Zip Code: Atlanta, GA 30308

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

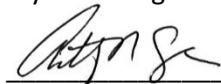
OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
NONE		

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

 Senior Account Executive
Authorized Signature and Title

November 10, 2022
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____ of full
age, being duly sworn according to law on my oath depose and say that:*

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent 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 proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of Texas

My commission expires _____, 20____

SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Honeywell International, Inc.

Street: 715 Peachtree Street, NE

City, State, Zip Code: Atlanta, GA 30308

Bid Proposal Certification:

Indicate below your compliance with ~~New Jersey~~ **[ANY]** Affirmative Action regulations. Your proposal will be accepted even if you are 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:

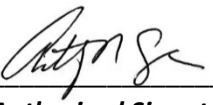
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the Harrison Township Board of Education

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.



Senior Account Executive
Authorized Signature and Title

November 10, 2022
Date

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 its 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

PROPOSAL FORM 17: 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 is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

- 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).
- 1. 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.
- 2. 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.
- 3. 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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html 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.
- 4. 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) 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:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

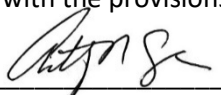
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Honeywell International, Inc.		
Address:	715 Peachtree Street NE		
City:	Atlanta	State: GA	Zip: 30308

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.


Tony George
Senior Account Executive
 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)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

[illegible]☐ 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: Not Applicable

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 WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: 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

☐ Sole Proprietorship

☐ Limited Liability
Partnership

☐ Limited Partnership

☒ Corporation

☐ Limited Liability
Corporation

☐ Subchapter S
Corporation

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

Stockholders: Not Applicable

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 ____.	
(Notary Public)	(Affiant)
My Commission expires:	(Print name & title of affiant)
	(Corporate Seal)

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Honeywell will negotiation the general terms and conditions with Region 10 and Equalis Group upon award.

REQUEST FOR QUALIFICATIONS #R10-1143 FOR: ENERGY AND CONSERVATION PERFORMANCE CONTRACTING SERVICES

October 7, 2022

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

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SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of ~~January~~September 1, 2023, by and between Honeywell International Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (Energy and Conservation Performance Contracting Services) ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within ~~one-three~~ (31) working days after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Reserved.**

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Qualifications, the awarded response(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Qualifications. If a firm submitting a response requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the response.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
- Terms and Conditions of Customer Agreement
 - General terms and conditions

- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any material obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor and paid for by Member under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract with thirty (30) days notice and pursue all other applicable remedies afforded by law. If the vendor fails to cure the breach within such thirty (30) day period, Region 10 ESC may terminate the Contract. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as reasonably interpreted by the purchasing agent, or failure to make

replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all reasonable expenses incurred.

- 5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. The parties may agree in writing to add additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Respondent shall provide a letter in the response notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered during the one-year limited warranty period, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 ~~**Reserved. Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.~~
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Reserved.**
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified promptly. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

To the extent allowable by applicable state or local law, Vendor may, from time to time and in its sole discretion, issue surcharges to this Agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other

government actions; and (d) any other circumstances that increase Vendor's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

Vendor will invoice participating agency or entity, through a revised or separate invoice, and participating agency or entity agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Contract. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Vendor may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Contract or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Contract. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Contract.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. ~~Vendor shall offer Region 10 ESC any published price reduction during the contract period.~~
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may be in the form of fixed pricing, line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis

Group and Region 10 ESC each reserve the right to audit the accounting records of Vendor for a period of three (3) years from the time such purchases are made but no more than one time per year. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense with thirty days' notice to Vendor during normal business hours at Vendor's site. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Region 10 ESC's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location agreed to by the parties.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Responses shall be for materials and equipment in current production and services currently offered and marketed to the general public and education/government agencies at the time the response is submitted.
- 11.2 **Reserved.**
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Reserved.**
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND MATERIALS PROVIDED HEREUNDER.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance and payment.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
“Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year.”
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of Vendor, Vendor employees or Vendor subcontractors ~~in the preparation~~ with respect to the representations made by Vendor in response to the solicitation and the later execution of the contract, including any supplemental agreements with Members. Region 10 shall protect, indemnify, and hold harmless Vendor against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of Region 10 under the executed contract resulting from the solicitation, including any supplemental agreements with Members as allowable by law. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Any use of the Vendor name and logo within the Region 10 and/or Equalis Group website, marketing materials and advertisement must have prior written approval from Vendor. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** Vendor shall assume responsibility for all work done by any subcontractors used to perform work under this contract. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the response, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

14. ARTICLE 14 – LIMITATION OF LIABILITY

14.1 **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES; AND (II) THE AGGREGATE LIABILITY OF VENDOR FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE TOTAL AMOUNT PAID TO VENDOR BY PARTICIPATING PUBLIC AGENCIES AND ENTITIES LEVERAGING THIS CONTRACT DURING THE PREVIOUS TWELVE (12) MONTH PERIOD TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE OR INDOOR AIR QUALITY, OPERATION OF LAW, OR OTHERWISE.**

[Signatures follow on Signature Form]

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

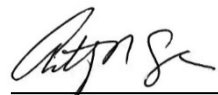
(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

November 10, 2022

Date




Senior Account Executive

Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	Honeywell International, Inc
Address	715 Peachtree Street NE
City/State/Zip	Atlanta, GA 30308
Telephone No.	(832) 239-0178
Fax No.	None
Email address	Anthony.George@Honeywell.com
Printed name	Tony George
Position with company	Senior Account Executive
Authorized signature	

Term of contract January 1, 2023 to December 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

2/13/23

Date

Dr. Rickey Williams

Print Name

Equalis Group Contract Number R10-1143B

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ Texas

County of Montgomery

I, Anthony George of the Montgomery
Name City

in the County of Montgomery, State of Texas of full
age, being duly sworn according to law on my oath depose and say that:

I am the Senior Account Executive of the firm of Honeywell, International, Inc.
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent 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 proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Honeywell International, Inc.
Company Name

[Signature]
Authorized Signature & Title

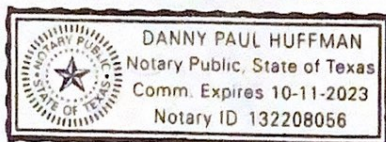
Subscribed and sworn before me

this 10th day of NOVEMBER, 2022

[Signature]
Notary Public of Texas

My commission expires 10-11, 2023

SEAL



PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders who own 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

☐ Sole Proprietorship

☐ Limited Liab.

☐ Limited Partnership

☐ Partnership

☒ Corporation

☐ Limited Liability

☐ Chapter S

Corporation

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

Stockholders: Not Applicable

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Name:

Home Address:

Subscribed and sworn before me this 10th day of

November, 2022

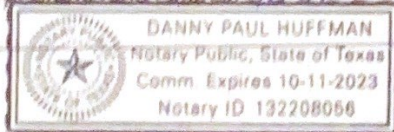
(Notary Public)

(Affiant)

Anthony George, Senior Account Exec.
(Print name & title of affiant)

My Commission expires: 12-11-2023

(Corporate Seal)



PROPOSAL FORM 18: 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

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☒ Corporation

☐ Limited Liability

☐ Subchapter S

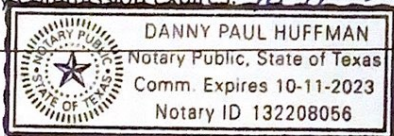
Corporation

Corporation

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

Stockholders: Not Applicable

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>10th</u> day of <u>November</u> 2022	
(Notary Public) <u>[Signature]</u>	<u>[Signature]</u> (Affiant)
My Commission expires: <u>10-11-2023</u>	<u>Anthony George, Senior Account Exec.</u> (Print name & title of affiant)
(Corporate Seal)	





Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Qualifications for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR	CITY OF BURNS, OR
CITY OF ADAIR VILLAGE, OR	CITY OF CANBY, OR
CITY OF ASHLAND, OR	CITY OF CANYONVILLE, OR
CITY OF AUMSVILLE, OR	CITY OF CLATSKANIE, OR
CITY OF AURORA, OR	CITY OF COBURG, OR
CITY OF BAKER, OR	CITY OF CONDON, OR
CITY OF BATON ROUGE, LA	CITY OF COQUILLE, OR
CITY OF BEAVERTON, OR	CITY OF CORVALLI, OR
CITY OF BEND, OR	CITY OF CORVALLIS PARKS AND RECREATION
CITY OF BOARDMAN, OR	DEPARTMENT, OR
CITY OF BONANAZA, OR	CITY OF COTTAGE GROVE, OR
CITY OF BOSSIER CITY, LA	CITY OF DONALD, OR
CITY OF BROOKINGS, OR	CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT

ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT

KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT

PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY
SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC
CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED
TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION

3

LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
 SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),
 UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT

NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH