

FAUQUIER COUNTY GOVERNMENT
a political subdivision of the Commonwealth of Virginia
Contract # 48-25ajc
(Riding OMNIA Contract 3341) Trane U. S. Inc.

This Agreement is made and entered into this day of **September 2024**, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Trane U. S. Inc.**, having its principal place of business at **800 Beaty Street, Davidson North Carolina 28036**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide HVAC Products, Labor Based Solutions and Related Products and Services Contract 2022; **no installation or construction may be ordered on this rider agreement**

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term "pricing as negotiated and attached".


CONTRACT PERIOD: Date of execution, through August 31, 2027, with the option to renew for 1 additional 5-year period, at the mutual agreement of both parties.

The contract documents shall consist of and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) Racine County Wisconsin IFB# RC2022-1001, to include Amendment 1-3 which is incorporated herein by reference;
- (4) The Contractor's response dated July 21, 2022, all which aforementioned documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Trane U.S. Inc.

By: 
Title: SEAN Regional Leader
Date: 9.24.2024

Fauquier County Government
a political subdivision of the Commonwealth
of Virginia

By: 
Title: Procurement Manager
Date: 9/24/2024



GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
- 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
- 7. ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 36.. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
- 54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



Purchasing

730 Wisconsin Avenue

Racine WI 53403

262-636-3700

Duane.McKinney@racinecounty.com

June 15, 2022

Dear Prospective Bidder:

You are invited to submit a bid to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services for Racine County and other municipal governments and local public agencies. A copy of this solicitation is available for download at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>. Submitted bids are due on or before 1:00 p.m. CST on Thursday July 21, 2022, you must submit electronically online using the DemandStar application at www.DemandStar.com. Late bids will not be accepted.

Bids must be submitted electronically online using the DemandStar application at www.DemandStar.com. The terms 'Firms', 'Suppliers', 'Contractors', 'Offeror', 'Vendor', 'Respondent', and/or 'Bidder' may be used interchangeably.

General questions regarding this solicitation should be directed to Duane McKinney at (262) 636-3700 or via email at Duane.McKinney@racinecounty.com.

Technical questions should be submitted via email to Duane McKinney, Purchasing Manager, at Duane.McKinney@racinecounty.com.

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Finance Department.-Purchasing Division.

If your firm chooses not to submit a response for this procurement, please complete Attachment E – No Bid Form.

RACINE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS; TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION.

Sincerely,

Duane McKinney
Racine County Purchasing Manager

Encl: Bid Package

**INVITATION FOR BID
IFB # RC2022-1001**

**HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND
RELATED PRODUCTS AND SERVICES**

I. PROJECT OVERVIEW

Racine County is accepting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The Master Agreement will allow government agencies to purchase the products and services defined herein, in indefinite quantities on an as-needed basis. Participating Public Agencies may have different requirements and they may choose to sign supplemental agreements with the Awarded Bidder(s) to conform to their purchasing and contracting requirements.

A. STEP-ONE

For the first step of the bidding process, Bidders will submit their sealed bid with all requested information, to include Certification of Vendor, and Attachment C – Bid Form by the due date and time outlined in this IFB. After the due date and time, all Bids will be reviewed to determine if they are responsive, responsible, and meet the minimum requirements. Each Bidder determined to be responsive, responsible, and qualified shall be deemed to be a “Responsible Bidder”.

B. STEP-TWO

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder the Sample Project Forms, which have already been prepared and are actual (hypothetical) projects. When completing the Sample Project Form, Responsible Bidders are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Forms to be supplied upon identification of a Responsible Bidder(s) in the first step; a reduction in price for the sample projects outlined in a Responsible Bidder’s Sample Project Form will not be allowable. The final basis for award to the lowest responsible Bidder(s) will result from the lowest total dollar amount of the combined sample projects.

II. INSTRUCTION TO BIDDERS

A. SCHEDULE

Issuance of Bid:	Wednesday June 15, 2022
Virtual Only Non-Mandatory Pre-Bid Meeting:	Wednesday June 29 at 10am (CST), 2022
Deadline for Bidder Questions:	Wednesday June 29, 2022 by 5pm (CST)
Addendum/Questions Answered for Solicitation:	Wednesday July 6, 2022
Bid Due Date:	Thursday July 21, 2022 by 1pm (CST)

B. BIDDER'S QUESTIONS

Bidders are reminded to **carefully** examine the bid packet and specifications upon receipt. If the Bidder does not fully understand the Invitation for Bid (IFB) or is in doubt as to the County's ideas or intentions concerning any portion of the IFB, any/all questions shall be submitted in writing to Duane McKinney, Purchasing Manager by 5:00 p.m. on Wednesday June 29, 2022, either by fax or e-mail for interpretation or correction of any printed material:

Fax: 262-636-3763

E-mail: Duane.McKinney@racinecounty.com

No verbal explanation or instructions will be given in regard to the meaning of the specifications during the response period. If necessary, in Racine County's sole discretion, answers to questions will be provided to all specification holders in the form of an addendum. Any addendum will include a list of each question received and Racine County's response as of the date of the addendum.

C. ADDENDA

Any changes made to the Invitation to Bid after posting will be issued via addenda to all prospective bidders and if necessary, an extension will be made to the Bid Due Date. The original Invitation to Bid and any addenda will be posted to the Racine County Website <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>. Bidders are responsible for checking this website for any future addenda prior to the opening date. All addenda must be signed and returned with your submitted bid as specified in the addenda. Bidders who do not return the addenda may have their bids rejected.

If a vendor receives a bid packet from any source or entity other than the Racine County Purchasing Department, the Bidder is responsible for contacting the Racine County Purchasing Department and requesting the firm's name be put on the response list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

D. VIRTUAL ONLY NON-MANDATORY PRE-BID MEETING

A non-mandatory (virtual only) pre-bid meeting will be held on Wednesday June 29, 2022 at 10am local time held by phone. Due to COVID, Bidders should register for the meeting by Tuesday June 28, 2022 with Duane via above email or (262) 636-3700, to obtain the dial in information.

While non-mandatory, it is strongly encouraged for Bidders to attend the pre-bid meeting. Oral statements or discussions during the pre-bid meeting will not be binding. Any questions should be submitted in writing per item B. of this Section. Changes, if any, will only be made in writing via Addenda as described in item C. Addenda.

The purpose of this meeting will be to clarify the contents of this IFB in order to prevent any misunderstandings of the IFB. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to Racine County at this

conference. Racine County will then determine the appropriate action necessary, if any, and may issue a written addendum to the IFB. Oral statements or instructions will not constitute an addendum to this IFB. No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. Contact to any Racine County employee or elected official regarding this IFB during this process is prohibited unless authorized by the Racine County Purchasing Manager.

E. METHOD OF BID

Bidders must submit their bids using the Bid Form documents attached to this IFB and incorporated herein as Attachment C and shall submit all other information and materials required by this IFB. Bids written in pencil or in a format other than the attached forms will be rejected. Erasures or corrections of mistakes on forms submitted shall be initialed or signed by Bidder. Failure to meet any requirements listed in this solicitation document may be cause for disqualification of the bid.

Any information considered to be proprietary by a Bidder must be plainly marked as such and may not include pricing. Racine County makes no warranty or representation as to the application of the Wisconsin Public Records Law (Wis. Stat. § 19.31, et seq.)(the "WPRL") to any documents and information submitted in response to this IFB. Each copy of the response shall include the Certification of Vendor page and acknowledgement of addendum(s) **if any**. A legally authorized representative of the Bidder will sign the Certification of Vendor page.

F. INCURRING COSTS

Racine County shall not be liable for any costs incurred in replying to this IFB.

G. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Racine County. Consideration of additional data and information is to be held optional to Racine County however if an award is made, it will be awarded as outlined in Section D Award under Part V. Award Information.

H. DUE DATE

You must submit electronically online using the DemandStar application at www.DemandStar.com of your bid is to be received by **1:00 p.m. (CST) Thursday July 21, 2022**, in the offices of the Racine County Purchasing Division. Bids received after 1:00 p.m. central time as dictated by www.time.gov shall be considered late and will not be accepted. Late bids will not be accepted. Faxes will not be accepted.

Any Bid received by the County after this date and time will not be accepted. Bidders are responsible for ensuring that the above office receives its Bid before the deadline. All Bids will be reviewed and evaluated as described in Part V. Award Information

I. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request received from Bidder prior to time and date fixed for bid opening if the bid contains a mistake, omission, or error. Subject to Wis. Stat. § 66.0901(5), negligence on the part of the Bidder in preparing their bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening will be returned unopened and the Bidder may not re-submit a bid to this solicitation unless no contract is awarded under this IFB and the IFB is re-advertised.

J. AMENDMENTS TO BIDS

Subject and pursuant to Wis. Stat. § 66.0901(5), each Bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of responses to notify the County in writing of a material mistake in the bid. However, no changes to the line item prices in Bid Form, included as part of this bid, are permitted after sealed bids are accepted by the due date and time outlined in this IFB. Failure of Bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the Bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

K. BIDS BINDING 90 DAYS

Unless otherwise specified, all formal responses submitted shall be binding for ninety (90) calendar days following the bid opening date.

II. **TERMS AND CONDITIONS**

A. GENERAL TERMS AND CONDITIONS

The successful Bidder(s) (the "Contractor") agrees to all of Racine County's General Terms and Conditions located at <https://racinecounty.com/home/showdocument?id=11726> and incorporated by reference herein.

B. INSURANCE

1. Requirement

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

2. Minimum Limits of Insurance

Each vendor shall obtain insurance at the following minimum limits:

- General Liability

- \$1,000,000 each occurrence
- \$1,000,000 personal and advertising injury
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate
- Umbrella Liability Insurance on a following form basis
 - \$4,000,000 each occurrence
 - \$4,000,000 aggregate
 - Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable.
- Workers Compensation Statutory Limits plus:
 - \$100,000 E.L. Each Accident
 - \$100,000 E.L. Disease Each Employee
 - \$500,000 E.L. Disease Policy Limit

The following applies to all policies:

- The county is named as an additional insured on the general liability, automobile, and umbrella policies.
- All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VII
- The insurers shall agree under each required policy of insurance to waive all rights of subrogation against the insured parties for losses arising from work performed by the Contractor for Racine County.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

3. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Racine County so that the County may ensure the financial solvency of the Contractor. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - a. Additional Insured Requirement. Racine County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the

Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- b. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- d. Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- e. Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

5. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Racine County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Racine County.

6. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Racine County.

7. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Racine County Courthouse, Purchasing Department, 730 Wisconsin Avenue, Racine WI 53403. The County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Wisconsin law.

2. Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved to transact business in the State of Wisconsin. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Racine County. All policies shall be subject to approval by the Racine County Corporation Counsel as to form and content.

3. Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

8. Verification of Coverage

Prior to execution of the contract, Contractor shall furnish Racine County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall reference the contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the contract. Racine County reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

9. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds. The Contractor shall not allow any subcontractor to commence work until the aforementioned requirements are met.

C. USE OF PREMISES

The Successful Bidder(s), also referred to as Contractor, shall confine their equipment, the storage of materials and the operations of their work persons to the limits of the work area or in accordance with the directions of the County, laws, ordinances and permits, and shall not unreasonably encumber the premises with their materials. All construction materials, shelter, vehicle parking and storage shall be confined to site. Locations of such storage shall be approved in advance by the County.

The Contractor is responsible for any damage done to the building structure, existing hallways, doors etc., that is not part of the scope of work and was damaged during the construction period by the Contractor.

The County shall have the right to use or occupy the premises and use the whole or any part of the work area as is possible without interference with the work prior to its final acceptance. Such use is not to be taken as an acceptance by the County of the whole or any part of the work performed under this contract.

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the prosecution of the work without additional expense. The Contractor is similarly responsible for all damages to persons or property that occurs because of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

D. LIEN WAIVERS

If Contractor requires multiple payments, all requests will be only for work completed at date of application. Lien Waivers will be provided.

All necessary lien waivers are required with each request for payment. Lien waivers for first pay request total may be submitted at time of second pay request only if approved by Owner. Accurate sequencing henceforth will be followed. Final lien waivers will be processed and ready for distribution to Owner prior to final payment being processed.

All Lien waivers will contain the following language, clearly typed:

“Except for retainage, if applicable, there are no outstanding Claims made against the Owner and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the Period Date, except as set forth in Exhibit A attached hereto, if any, and no such claims set forth on Exhibit A have been included in the Application for Payment dated as of the Application Date.”

E. BONDS

1. PERFORMANCE & PAYMENT BONDS

When required by the Participating Public Agency, the Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the contract and the payment of all obligations arising there under and complying with the requirements of Wisconsin's law or the applicable state of the Participating Public Agency. Both bonds shall be in the amount of one hundred percent (100%) of the contract amount and shall name the Participating Public Agency as an obligee. Companies issuing bonds must be licensed to write bonds in the state of the Participating Public Agency. The Contractor shall pay premiums for required bonds. Obtaining of bonds by the Contractor shall be a condition precedent to effectuation of the Master Agreement between the Participating Public Agency and Contractor. If additional work is authorized, the amount of the bonds shall be increased to cover the value of the increased contract sum.

F. PERMITS, CODES AND ORDINANCES

Contractor shall, at his own expense, obtain all necessary permits and licenses and comply with municipal and State laws, ordinances, and regulations.

Should any change in the plan and scope of work be required to conform to law and /or ordinances, Contractor shall notify the County before submitting his quote. After entering a contract, the Contractor shall be held to complete all work necessary to meet the above local requirements without extra expense to the County.

G. STANDARDS AND JOB SITE SAFETY

Contractor shall perform all work in accordance with the best present-day practices and conform and test in accordance with the applicable sections of the latest revisions of the codes and standards listed in the scope of work. In the event of a conflict between the referenced codes, standards, scope of work and plans, the one establishing the most stringent requirement will be followed.

Contractor shall be totally responsible for initiating, instituting, enforcing, maintaining, and supervising all safety precautions and job site safety programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of all its employees and all other persons who may be on the job site. In that regard, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations and order of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting of danger signs and other warnings against hazard, promulgating safety regulations and notifying owners and users of adjacent utilities. County does require that Contractor comply, at a minimum, with the safety regulations of County as set out in the scope of work for this contract, to protect County's employees who may be on the job site.

Enactment of safety precautions and regulations; placement and provision of safety material, barricades, etc.; and use or provision of all required safety equipment shall be the sole responsibility of the Contractor whose employees or subcontractors are exposed to the applicable hazard or whose work endangers surrounding persons, property, equipment, contractors, etc.

H. INSPECTION/CLOSE OUT PROCEDURES

All materials used and all work completed by the Contractor shall be always subject to the examination, observation, and approval of the County.

At their discretion, the County shall have the authority to suspend work that does not comply with plans and scope of work and reject non-complying work and materials provided, however, that the failure of such inspector to reject non-complying work and material shall not constitute a waiver by the County of any rights of the County.

For final acceptance, the County shall inspect the work included in the contract as soon as practical after notification by the Contractor that such work has, in their opinion, been completed and final cleanup has been performed. Should the inspection disclose any

work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

I. BIDDER SUPPLIED DOCUMENTATION AND MATERIALS; CONFIDENTIALITY

All Bidder-supplied materials, including the Bidder's Bid, become the property of Racine County.

Bidder acknowledges that Racine County is an "authority" for the purposes of the WPRL. Any information obtained by Racine County is considered public records and will be subject to disclosure under the WPRL, except for information falling within one of the exemptions therefrom. Racine County is required to and shall comply with the WPRL in relation to any records, documents and information related to its dealings and relationship with the Bidder. Nothing in the Master Agreement shall be deemed or construed as a limitation on Racine County's discretion relating to compliance with the WPRL or other applicable law.

Notwithstanding the foregoing, if any of the material a Bidder provides is confidential or is a proprietary trade secret, Bidder may mark that material with a "Confidential" stamp. While Racine County will attempt to keep such information confidential, as an authority, it cannot guaranty that it will remain confidential. Racine County will endeavor to inform Bidders of a public records request to view or obtain such information. Any Bidder may contest such a request at its sole expense. Racine County assumes no responsibility for any liability whatsoever in relation to its compliance with the WPRL.

J. AFFIRMATIVE ACTION; NON-DISCRIMINATION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor, you indicate your acceptance and compliance.

In connection with the performance of work awarded under this IFB, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5)(a), sexual orientation as provided in Wis. Stat. § 111.36, national origin, or military service as provided in Wis. Stat. § 111.355(1). This provision 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 further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wis. Stat. § 16.765 (2)).

K. NATIONAL CONTRACT

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Vendor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor’s need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment D).

While no minimum volume is guaranteed to the awarded Contractor(s), the estimated annual volume of HVAC Products, Installation, Labor Based Solutions, and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$500M. This projection is based on the current annual volumes among the Racine County and other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and

volume growth into other Public Agencies through a coordinated marketing approach between the awarded Bidder(s) and OMNIA Partners.

The successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.

Notwithstanding the foregoing, Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

III. HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The requirements identified in this section represent the products and services currently being used and are the basis for the resulting contract. The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by the Purchasing Coordinator.

A. DESCRIPTION OF WORK

The expected outcome of this IFB is to enter into a contractual relationship with a business partner(s) who will provide a comprehensive selection of HVAC products and solutions, including complete turn-key services. Vendors are to provide a broad selection of HVAC EQUIPMENT, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES. The intent of this IFB is to provide Participating Public Agencies with products, services and turn-key solutions to meet their various needs. Therefore, the Vendors should have demonstrated experience in providing similar Products and Services as defined in this solicitation, including but not limited to:

1. HVAC Equipment and Products: This includes, but is not limited to, all commercial equipment such as chillers: air-cooled chillers, water-cooled chillers, compressor chillers, ancillary chiller water plant equipment and absorption liquid chillers; unitary systems that combine heating, cooling and fan sections: rooftop systems, split systems, self-contained systems and water source heat pumps; air handling systems: performance air handlers, blower coil air handlers, make-up air gas heating systems, air handler options and air cleaning options; terminal devices: unit heaters, unit ventilators, fan coil units, ventilation fans and variable air volume; ductless variable refrigerant volume units; dedicated outdoor air systems; replacement coils; automation equipment; parts and aftermarket products and any other HVAC products offered by Bidder.
2. Installation and Services: This includes, but is not limited to, any installation of new equipment, maintenance of existing systems, upgrading of existing infrastructure, turn-key services and any other installation and services offered by Bidder.
3. Related Products, Solutions, and Other Services: This includes, but is not limited to, new, and/or retrofitting older products and solutions, HVAC equipment controls, ancillary services, thermostats, sensors, energy programs, design and analysis tools, commissioning, building management and/or certifications, enterprise management, rental and lease services, financial services, training and/or educational services, municipal services, and any other

related products and services offered by Bidder.

B. TERM

The term of the Master Agreement will be for five (5) years following the contract award date with the option to review for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. The awarded Bidder(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Racine County may terminate the Master Agreement without penalty due to the non-appropriation of funds, or for cause or convenience in accordance with the procedures set forth in the Master Agreement.

Participating Agencies commonly require a modification to a term of the Contract (e.g., governing law). The awarded Bidder and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract.

C. PRICING

Labor rates should be based on regional and national rates. The Awarded Bidder may submit requests for labor rate increases on an annual basis, sixty (60) days prior to the anniversary contract date. Price increase requests are not automatic and must be approved by Racine County. The request for a change in the rate outside of the anniversary contract date shall include: (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment (i.e.: appropriate Bureau of Labor Statistics index).

The pricing structure, or percent discount for product pricing should remain fixed for the term of the contract.

The Awarded Bidder agrees to offer all future product and service introductions at similar pricing as that offered through this solicitation and contract.

D. ALTERNATIVE COSTING METHOD

If a project requires products and services that are not covered on the Bid Form or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the Contractor may use the alternative costing method as follows:

The Contractor will be required to:

Obtain three (3) written cost proposals from local providers:

- Use the most advantageous cost proposals;
- Apply the discount as submitted on the Response Form; and
- All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Contractor.

E. PRICE LIST FOR ADDITIONAL PRODUCTS

The intent is to enter into a Master Agreement for a complete line of HVAC products, installation, labor based solutions, and related products and services. Therefore, in addition to specific line items listed on the pricing schedules, Bidders are encouraged to provide Manufacturer's Price Lists for additional related products including green products as well as current catalogs and price lists. Bidders shall attach to the Bid Form one (1) copy of one (1) price list or retail price sheet, clearly marking the column to which the discount is applied for each item listed. Manufacturer's Price Lists shall be the currently published National Standard Manufacturer's Price Lists. The Bidder's Retail Price Sheets shall be the current Price Sheet at the time of bid submission. Bidders shall quote the percentage of discount from the Manufacturer's Price List or Retail Price Sheet cited above and shall furnish a copy of same with the bid submission. Discounts must be stated as a single percentage. FAILURE TO PROVIDE THE MANUFACTURER'S PRICE LIST OR RETAIL PRICE SHEET MAY BE CAUSE FOR REJECTION OF THE BID. When award is made, current catalogs and price lists provided by the Bidder shall become a part of the contract. The Bidder's name and address shall appear on all catalogs and price lists. Where the price list shows more than one (1) column of prices, Bidder shall clearly mark the column which represents its bid. If a fee or charge is to be made, it should be indicated on the Bid Form.

F. SPECIAL OFFERS AND PROMOTIONS

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

IV. BID SUBMITTAL INSTRUCTIONS

To adequately review bids uniformly and objectively, all bids should be submitted according to the format detailed below. The bid should be prepared simply and economically, providing straightforward and concise information as requested. Use of existing materials, brochures and other standard preprinted materials containing information responsive to the requests in the solicitation, if available, are encouraged as a method to reduce your response time. However, unnecessary elaborate brochures or other presentations beyond that required to present a complete and effective bid are not desired. Racine County reserves the right to reject any bid not properly formatted.

A. CERTIFICATION OF VENDOR PAGE

Place this page on top of the original and each copy of your complete bid. See page 23.

B. TABLE OF CONTENTS

Include clear identification of the material to be used.

C. EXECUTIVE SUMMARY

Limit to one or two pages. Briefly state the Bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

D. RESPONSIBLE BIDDER

Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive bidder. If Bidder does not adequately demonstrate the minimum qualifications, as outlined throughout this section, Bidder may be deemed not qualified and responsible. Bidders must demonstrate that they have the resources and capability to provide the materials and services described herein. The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

In addition to the pricing and certification information indicated under item D. Award under V. Award Information, Bidders will submit the following items with their bid:

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.
 - a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.
 - b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.
 - c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.
2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
3. Provide business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.
4. Proof of insurance.

5. Describe Bidder's bonding capacity and capability of securing high dollar Performance Bonds.
6. A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.
8. Provide a minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects. Bidder's may use the Reference sheets enclosed in this IFB.
9. To further demonstrate similar experience and provide proof of performance:
 - a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.
 - Identify the manufacturer products/brands the Bidder can service and support.
 - Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.
 - Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.
 - Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.
 - Describe Bidder's company's process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.
 - Describe Bidder's company's scope of work for preventative maintenance work.
 - Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.
 - Describe Bidder's methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.
 - Describe Bidder's firm's process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?
 - b. Describe Bidder's ability to provide temporary cooling/chiller units.
 - c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

- A description of the Products, including all related components and parts to be provided by the major product category.
 - A catalog or brochure type information as applicable.
 - A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.
 - All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.
- d. Describe Bidder's record keeping and processing system for work performed. Include:
- Bidder's ability to provide online access to records.
 - State any options for expediting delivery of product.
 - State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?
 - State restocking procedures for returning products, if applicable.
 - Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.
 - Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.
 - Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.
 - Describe Bidder's quality control processes.
 - Describe Bidder's problem escalation process.
 - Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?
 - Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.
 - Describe the process for replacement or repair of defective products and warranty related issues.
 - Describe how Bidder evaluates and determines unit repair versus unit replacement.
 - Identify all other companies that may be involved in processing, handling, shipping, products and/or services.
 - Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.
 - Provide order information to include available ordering methods and available payment terms.
 - Provide the number and location of support centers (if applicable).

- Describe Bidder's customer service department staffing levels, hours of operation and other relevant details.
- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.
- Describe Bidder's internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.
- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

E. BID FORM CRITERIA

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format. The Bid form shall be inclusive of all fees and service/shipping charges. All prices are FOB destination. Additional pages and pricing information may be included.

Bidder shall also be responsible for compliance with any federal, state, or local prevailing wage laws.

Price/Discounts should remain firm and will include all charges that may be incurred in fulfilling requirements.

Invoices may be audited on a random basis along with the necessary supporting documentation. Billing errors will be promptly adjusted.

As part of the bid, Bidders shall provide the following:

- Details of any proposed additional discounts for volume orders, special offers, minimum order quantity, free goods program, total annual spend.
- *Comprehensive Product Offering*
Bidder(s) awarded under this IFB may offer their complete product and service offering/balance of line. Pricing for complete product offering/balance of line items will be determined by a percentage discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a Bidder's product lines, services, warranties, etc. that are available from Bidder and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Bidders may elect to limit their bids to any category or categories. Where the price list shows more than one column of prices, Bidder shall clearly mark the column which represents the discounted pricing to Participating Public Agencies.
- *Federal Funding Pricing*
Due to products and services potentially being used in bid to an emergency or disaster recovery situation in which federal funding may be used, if not already

incorporated as part of the bid, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Bidder is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

V. AWARD INFORMATION

A. COMPLIANCE WITH IFB

Bids submitted must be in strict compliance with the terms of the solicitation. Failure to comply with all provisions of the IFB may result in disqualification.

B. CONDITIONS OF AWARD

All Bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County.

C. QUALIFYING BIDDERS

Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive Bidder. If Bidder does not adequately demonstrate the necessary qualifications, as outlined throughout Section IV. Bid Submittal Instructions, and submit the information indicated under item D. Responsible Bidder, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

D. AWARD

Utilizing the two-step process set forth herein, it is the intent of the County to award the Contract to the lowest responsive responsible Bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents, the Bidder is adequately qualified, and the bid does not exceed the funds available. Racine County reserves the right to make an award as deemed in its best interest, which may include awarding to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest, together with compliance with applicable law. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts a bid.

RACINE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION. While not all inclusive, the following items may be used when determining if a Bidder is considered responsive and responsible: work schedule,

technical competency, ability to render satisfactory service, past performance, reputation for providing a quality product, timely delivery of products and/or services, financial ability, bonding, experience in performance of similar work, references, equipment, and capacity.

For the first step of the bidding process, Bidders will submit their sealed bids with all requested information, to include Certification of Vendor and Attachment C – Bid Form, by the due date and time outlined in this IFB. After the due date and time, all Bidders will be evaluated to determine if they are responsive, responsible, and qualified. Each Bidder determined to be responsive, responsible, and qualified shall be determined to be a “Responsible Bidder.”

As part of the first step of the bidding process, Racine County may seek additional information or clarification from one or more of the Bidders.

If Bidder does not adequately demonstrate the necessary minimum qualifications, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder’s past work with Racine County and Racine County employees.

Award may be made without discussion with Bidder, therefore, Bidders are cautioned that Bidders should be submitted initially on the most favorable terms.

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder a Sample Project Form to determine which Responsible Bidder(s) constitute the lowest responsible bidder(s) when the bid responses are applied to actual (hypothetical) projects. As indicated in Section I. Project Overview, when responding to the Sample Project Form, Responsible Bidders are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Form (to be supplied to Responsible Bidders as part of Step-One); a reduction in price for the sample projects outlined in a Responsible Bidder’s Sample Project Form will not be allowable. The final basis for award and lowest responsible Bidder(s) will result from the lowest total dollar amount of the combined sample projects.

E. TIE BIDS

If two (2) or more Bidders submit identical bids, the decision of the County to make award to one or more of such Bidders shall be final.

F. NOTICE OF ACCEPTANCE

Racine County will notify the lowest responsible and responsive Bidder(s) as soon as practical of the selection. Written notice of award to Bidder(s) in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the Certification of Vendor page will be considered sufficient notice of acceptance of bid.

REFERENCES

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

List three (3) references for construction services to that requested in this IFB.

1. Company: _____
Address: _____
Contact Person: _____ Phone: _____
Email address: _____
Description of project: _____

2. Company: _____
Address: _____
Contact Person: _____ Phone: _____
Email address: _____
Description of project: _____

3. Company: _____
Address: _____
Contact Person: _____ Phone: _____
Email address: _____
Description of project: _____

CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.

- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

DATE: _____

Attachment A

Community Development Block Grant Addendum

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

Attachment B

Federal Grant Funding Addendum

For more information on Federal Grant Funding for ESSER and GEER, please click on the following link: https://www.hcps.org/departments/docs/BusinessServices/Purchasing/FAQs_ESSER_GEER.pdf for Frequently Asked Questions on Elementary and Secondary School Emergency Relief (ESSER) Programs Governor's Emergency Education Relief (GEER) Programs (U.S. Department of Education Washington, D.C. 20202, May 2021).

For more information on Federal Grant Funding for HEERF, please click on the following link: <https://www2.ed.gov/about/offices/list/ope/arpfaq.pdf> for Higher Education Emergency Relief (HEERF) Fund III Frequently Asked Questions (American Rescue Plan Act of 2021 Published May 11, 2021, updated May 24, 2021).

Attachment C

Bid Form

(To be submitted in a sealed envelope or box as indicated)

Bid Form documents are provided. A discount percentage or structure must be clearly delineated. The Bid form shall be inclusive of all fees and service/shipping charges. All prices are FOB destination. Additional pages and pricing information may be included.

1. Definitions

Labor Wage Classification Definitions - definitions as used herein for establishing labor rates. Participating Public Agencies may choose to establish alternative definitions.

LABOR WAGE CLASSIFICATION DEFINITIONS	
Architect	Professional licensed designer providing Architectural drawings.
Asbestos Worker	Worker who removes and disposes of asbestos materials.
Boilermaker	Worker who assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough and finish carpentry, hardware and trim.
Carpet/Floor Installer	Worker who installs carpet and/or floor coverings and vinyl tile.
Commissioning Agent	Agent who ensures proper installation and operation of technical building systems.
Concrete Finisher	Worker who floats, trowels, and finishes concrete.
Data Communications / Telecommunications Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents.
Drywall/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Duct Cleaner	Worker who cleans air conveyance systems using compressed air tools and mechanical agitation devices to dislodge dirt and other contaminants from the ductwork and other HVAC components.
Electrician	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	

Elevator Mechanic	Craftsperson skilled in the installation and maintenance of elevators.
Engineering Designer	Professional licensed engineer. An Engineering Designer is not a requirement of this solicitation but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, an Engineering Design may lay out HVAC, plumbing, electrical, structural, or civil systems.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Equipment operator that operates the following, including but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines.
HVAC Building Automation Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
HVAC Commercial A/C Technician	Worker who can work on large commercial up to 3000 tons.
HVAC Light Commercial	Worker who can work on small commercial up to 25 tons.
HVAC Duct Installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels.
HVAC Filter Technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons.
HVAC Refrigeration Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsperson who erects structural steel framing and installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work, including but not limited to, lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but is not limited to, operation of air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason, Bricklayer	Craftsperson who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.

LABOR WAGE CLASSIFICATION DEFINITIONS (continued)

Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painter/Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall covering, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers and associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold-water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineer	A Project Engineer is not a requirement but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, a Project Engineer may monitor engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer. Worker may be responsible for maintaining project status and reports.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings and curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems and fire protection equipment.
Terrazzo Worker	Craftsman who places and finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Water Proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed.
Test and Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports.
Infrared Technician	Worker who utilizes infrared photography to determine location of thermal heat losses.

LABOR WAGE CLASSIFICATION DEFINITIONS (continued)

Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.
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BID FORM (CONT'D)

SECTION B
Labor Rates

Normal business hours are defined as: _____

Overtime hours are defined as: _____

Holiday hours are defined as: _____

For all applicable Labor Classifications, using the below format, Bidder shall provide labor rates by geographic areas, regions, zones or other means for pricing nationally as sample projects included in Step-Two will be diverse project types including projects from different states and regions outside of Racine County and Wisconsin. Participating Public Agencies may have differing needs and requirements depending on the scope of their project(s); Participating Public Agencies may determine the appropriate Labor Classifications at their discretion. If Bidder is unable to provide one or more of the Labor Classifications below (either as part of their primary staff or as a subcontractor), Bidder should notate that in their response. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Item	Labor Classification	Hourly Rate		
		Normal Business Hours	Overtime	Holiday
1	Architect			
2	Asbestos worker			
3	Boilermaker			
4	Concrete finishers			
5	Delivery personnel			
6	Drafting			
7	Drywall and ceiling installers			
8	Electricians			
9	Engineering design			
10	Geothermal well field labor			
11	Heavy equipment operators			
12	HVAC commercial A/C technician			
13	HVAC light commercial			
14	HVAC helper			
15	HVAC field supervisor			

BID FORM (CONT'D)

SECTION B
Labor Rates (Cont'd)

Item	Labor Classification	Hourly Rate		
		Normal Business Hours	Overtime	Holiday
16	HVAC refrigeration technician			
17	HVAC duct installer			
18	HVAC filter technician			
19	HVAC building automation technician			
20	Infrared technician			
21	Insulators			
22	Laborers			
23	Light equipment operators			
24	Metal building assembler			
25	Millwrights			
26	Operating engineer			
27	Painters, wall covering installers			
28	Pipefitters			
29	Plasterers			
30	Plumbers			
31	Project manager			
32	Project administrator			
33	Project engineering			
34	Roofers			
35	Sheet metal workers			
36	Test and balance technician			
37	Tile setters			
38	Water Proofers, caulkers			
39	Water treatment technician			
	<i>Use additional space as necessary to add any additional labor categories.</i>			

BID FORM (CONT'D)

SECTION C
Additional Costs

INSTRUCTIONS:

Bidder shall utilize net product prices and labor rates listed in Sections A and B of this Bid Form to determine cost for installation of new equipment, maintenance of existing systems, upgrading of existing infrastructures, turn-key services and any other installation and services offered. If there are other elements that should also be taken into consideration, Bidder shall list these elements below and any associated pricing. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Any Additional Pricing Elements for Installation, Maintenance, Upgrades and Turn-Key Services	Cost
<i>List any other elements to be taken into consideration for installation, maintenance, upgrades and turn-key services</i>	

BID FORM (CONT'D)

SECTION D
Additional Costs

Use the below space to provide pricing for any related products and services your company wishes to be considered. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Product or Service	Cost
Use additional space as necessary	

BID FORM (CONT'D)

SECTION E
Additional Discounts

Insert additional lines as necessary. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

ADDITIONAL DISCOUNTS/INCENTIVES	COST
Additional Discounts for volume (i.e., price breaks for multiple products/services, etc.)	
	\$
	\$
	\$
	\$
Any additional pricing incentives, discounts, or rebates such as for large volume purchases and services, total spend, etc.	
	\$
	\$
	\$
	\$
Any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e., local city, county, school district, housing authority, transit authority, etc.	
	\$
	\$
	\$
	\$

ATTACHMENT D



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier's review and bid.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as ‘Supplier’) and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Vendor teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Vendors are awarded by Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage

legislation in effect in the jurisdiction of the Participating Agency. 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 the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and

conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Vendor to include experience providing similar products and services.
- B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if Vendor holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how Vendor differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

K. Felony Conviction Notice: Indicate if the Vendor

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against Vendor

3.2 Distribution, Logistics

A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.

B. Describe how Vendor proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Vendor's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Vendor's website with:
 - OMNIA Partners standard logo;
 - Copy of original Invitation to Bid;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Vendor will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Vendor agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Vendor will be proactive in direct sales of Vendor's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Vendor's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Vendor will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team.
- I. Explain in detail how the sales or project management teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Vendor will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Vendor's Public Agency sales for the previous fiscal year. Provide a list of Vendor's top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Vendor's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

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

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

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

(d) *Reporting requirement.*

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

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

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

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

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

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

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

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

- (1) No Federal appropriated funds have been paid or will be paid for 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 paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

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

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version April 12, 2022

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

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

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

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

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

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

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1(2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

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

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

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed

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

Date

Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of 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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
 Required Pursuant to N.J.S.A. 19:44A-20.26

<p>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.</p>

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

_____ _____ _____
 Signature Printed Name Title

Part II – Contribution Disclosure

<p>Disclosure requirement: Pursuant to <u>N.J.S.A.</u> 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.</p>

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name:	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)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

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

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

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

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf

for further information.

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

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

Signature

Date

Print Name and Title

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth 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	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth 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 BOROUGHS

INCLUDING BUT NOT LIMITED TO:

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR

BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION
DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY,
INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT
DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE
SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT,
OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION
DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT,
OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL
DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD
DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR

CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE
DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
OR
CHRISTMAS VALLEY PARK & RECREATION
DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL
DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT
COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR

COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR

DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR

GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
OR

HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,
OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT,
OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT,
OR
KLAMATH COUNTY PREDATORY ANIMAL
CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD
DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,
OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT,
OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR

LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY,
OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL
DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT,
OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL
DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT,
OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT,
OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,
OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT,
OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE
DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION
DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE
DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD
DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY
CORPORATION, OR

MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT,
OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT,
OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA
HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT,
OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT,
OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION
DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKE CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR

NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT
COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION
DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT,
OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D., OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION
DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY
AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR

PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR

PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, 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 AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR

SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR

TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT,
OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT,
OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION
DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE
DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION
DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR

WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT,
OR
WATERBURY & ALLEN DITCH IMPROVEMENT
DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT,
OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT,
OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK &
RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT
DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
OR
ZUMWALT R.F.P.D., OR

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
SALEM-KEIZER PUBLIC SCHOOLS 24J
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
TOOELE 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

HEART OF APPALACHIA REGION (VIRGINIA) to include:

CITIES & TOWNS

Bluefield, VA
Grundy, VA
Norton, VA
Town of Tazewell, VA
Big Stone Gap, VA
Clintwood, VA
St. Paul, VA

COUNTIES

Buchanan County, VA
Dickenson County, VA
Lee County, VA
Russell County, VA
Scott County, VA
Tazewell County, VA
Wise County, VA

BLUE RIDGE HIGHLANDS REGION (VIRGINIA) to include:

CITIES & TOWNS

Abingdon, VA
Blacksburg, VA
Bristol, VA
Christiansburg, VA
Damascus, VA
Galax, VA
Marion, VA
Pulaski, VA
Radford, VA
Wytheville, VA

COUNTIES

Bland County, VA
Carroll County, VA
Floyd County, VA
Giles County, VA
Grayson County, VA
Montgomery County, VA
Patrick County, VA
Pulaski County, VA
Smyth County, VA
Washington County, VA
Wythe County, VA

CENTRAL VIRGINIA REGION (VIRGINIA) to include:

CITIES & TOWNS

Appomattox, VA
Ashland, VA
Blackstone, VA
Charlottesville, VA
Colonial Heights, VA
Chester, VA
Farmville, VA
Hopewell, VA
Lynchburg, VA
Petersburg, VA
Richmond, VA
Scottsville, VA
Wintergreen, VA

COUNTIES

Albemarle County, VA
Amelia County, VA
Amherst County, VA
Appomattox County, VA
Buckingham County, VA
Campbell County, VA
Chesterfield County, VA
Cumberland County, VA
Dinwiddie County, VA
Fluvanna County, VA
Goochland County, VA
Greene County, VA
Hanover County, VA
Henrico County, VA
Louisa County, VA
Madison County, VA

Nelson County, VA
Nottoway County, VA
Orange County, VA
Powhatan County, VA
Prince Edward County, VA
Prince George County, VA

Sussex County, VA

**TIDEWATER REGION (WHICH ALSO INCLUDES THE CHESAPEAKE BAY REGION)
(VIRGINIA) to include:**

CITIES & TOWNS

Kilmarnock, VA
Warsaw, VA
Urbanna, VA
West Point, VA
Colonial Beach, VA
Tappahannock, VA
Gloucester, VA
Irvington, VA

COUNTIES

Middlesex County, VA
Lancaster County, VA
Northumberland County, VA
Richmond County, VA
King William County, VA
King & Queen County, VA
Mathews County, VA
Westmoreland County, VA
Essex County, VA
Gloucester County, VA
King George County, VA

COASTAL VIRGINIA - EASTERN SHORE REGION (VIRGINIA) to include:

CITIES & TOWNS

Accomac, VA
Cape Charles, VA
Chincoteague Island, VA
Exmore, VA
Onancock, VA
Tangier Island, VA
Wachapreague, VA

COUNTIES

Northampton County, VA
Accomack County, VA

Tidewater COASTAL VIRGINIA - HAMPTON ROADS REGION (VIRGINIA) to include:

CITIES & TOWNS

Charles City, VA
Chesapeake, VA
Franklin, VA
Hampton, VA
Newport News, VA
Norfolk, VA
Poquoson, VA
Portsmouth, VA
Smithfield, VA

Suffolk, VA
Virginia Beach, VA
Williamsburg, VA
Yorktown, VA

COUNTIES

Charles City County, VA
Isle of Wight County, VA
James City County, VA
New Kent County, VA
Southampton County, VA
Surry County, VA
York County, VA

NORTHERN VIRGINIA REGION (VIRGINIA) to include:

CITIES & TOWNS

Alexandria, VA
Arlington, VA
Centreville, VA
Chantilly, VA
Clifton, VA
Culpeper, VA
Dulles, VA
Falls Church, VA
Fairfax, VA
Fredericksburg, VA
Herndon, VA
Leesburg, VA
Lorton, VA
Manassas Park, VA
Manassas, VA

COUNTIES

Rappahannock County, VA
Fauquier County, VA
Stafford County, VA
Spotsylvania County, VA
Caroline County, VA
Prince William County, VA
Fairfax County, VA
Loudoun County, VA
Culpeper County, VA

Marshall, VA
McLean, VA
Middleburg, VA
Occoquan, VA
Purcellville, VA
Reston, VA
Spotsylvania, VA
Springfield, VA
Triangle, VA
Vienna, VA
Warrenton, VA
Woodbridge, VA
Washington, VA

SHENANDOAH VALLEY REGION (VIRGINIA) to include:

CITIES & TOWNS

Berryville, VA
Buena Vista, VA
Front Royal, VA
Harrisonburg, VA
Lexington, VA
Luray, VA

Shenandoah, VA
Staunton, VA
Waynesboro, VA
Winchester, VA

Natural Bridge VA

COUNTIES

Augusta County, VA
Clarke County, VA
Frederick County, VA
Page County, VA
Rockbridge County, VA
Rockingham County, VA
Shenandoah County, VA
Warren County, VA

SOUTHERN VIRGINIA (VIRGINIA) to include:

CITIES & TOWNS

Danville, VA
Emporia, VA
Martinsville, VA
South Boston, VA
South Hill, VA
Clarksville, VA

COUNTIES

Brunswick County, VA
Charlotte County, VA
Greensville County, VA
Henry County, VA
Halifax County, VA
Lunenburg County, VA
Mecklenburg County, VA
Pittsylvania County, VA

VIRGINIA MOUNTAINS REGION (VIRGINIA) to include:

CITIES & TOWNS

Bedford, VA
Buchanan, VA
Clifton Forge, VA
Covington, VA
Fincastle, VA
Hot Springs, VA
New Castle, VA
Roanoke, VA
Rocky Mount, VA
Salem, VA
Troutville, VA
Vinton, VA
Warm Springs, VA

SCHOOL DISTRICTS (VIRGINIA) to include:

Accomack County Public Schools, VA
Albemarle County Public Schools, VA
Alexandria City Public Schools, VA
Alleghany County Public Schools, VA

Amelia County Public Schools, VA
Amherst County Public Schools, VA
Appomattox County Public Schools, VA
Arlington Public Schools, VA
Augusta County Public Schools, VA
Bath County Public Schools, VA
Bedford City Public Schools, VA
Bedford County Public Schools, VA
Bland County Public Schools, VA
Botetourt County Public Schools, VA
Bristol Public Schools, VA

Brunswick County Public Schools, VA

Buchanan County Public Schools, VA
Buckingham County Public Schools, VA
Buena Vista City Public Schools, VA
Campbell County Public Schools, VA
Caroline County Public Schools, VA
Carroll County Public Schools, VA
Charles City County Public Schools, VA
Charlotte County Public Schools, VA
Charlottesville City Schools, VA
Chesapeake Public Schools, VA

COUNTIES

Alleghany County, VA
Bath County, VA
Bedford County, VA
Botetourt County, VA
Craig County, VA
Franklin County, VA
Highland County, VA
Roanoke County, VA

Lunenburg County Public Schools, VA
Lynchburg City Public Schools, VA
Madison County Public Schools, VA
Manassas City Public Schools, VA

Manassas Park City Public Schools, VA
Martinsville City Public Schools, VA
Mathews County Public Schools, VA
Mecklenburg County Public Schools, VA
Middlesex County Public Schools, VA
Montgomery County Public Schools, VA
Nelson County Public Schools, VA
New Kent County Public Schools, VA
Newport News Public Schools, VA
Norfolk Public Schools, VA
Northampton County Public Schools, VA
Northumberland County Public Schools, VA

Norton City Schools, VA
Nottoway County Public Schools, VA
Orange County Public Schools, VA
Page County Public Schools, VA
Patrick County Public Schools, VA
Petersburg City Public Schools, VA
Pittsylvania County Public Schools, VA
Poquoson City Public Schools, VA
Portsmouth Public Schools, VA
Powhatan County Public Schools, VA

Chesterfield County Public Schools, VA
Clarke County Public Schools, VA
Colonial Beach Public Schools, VA
Colonial Heights Public Schools, VA
Covington City Public Schools, VA
Craig County Public Schools, VA
Culpeper County Public Schools, VA
Cumberland County Public Schools, VA
Danville Public Schools, VA
Dickenson County Public Schools, VA
Dinwiddie County Public Schools, VA
Essex County Public Schools, VA
Fairfax County Public Schools, VA
Falls Church City Public Schools, VA
Fauquier County Public Schools, VA
Floyd County Public Schools, VA
Fluvanna County Public Schools, VA
Franklin City Public Schools, VA
Franklin County Public Schools, VA
Frederick County Public Schools, VA
Fredericksburg City Schools, VA
Galax City Public Schools, VA
Giles County Public Schools, VA
Gloucester County Public Schools, VA

Goochland County Public Schools, VA
Grayson County Public Schools, VA
Greene County Public Schools, VA
Greensville County Public Schools, VA
Halifax County Public Schools, VA
Hampton City Schools, VA
Hanover County Public Schools, VA
Harrisonburg City Public Schools, VA
Henrico County Public Schools, VA
Henry County Public Schools, VA
Highland County Public Schools, VA
Hopewell City Public Schools, VA
Isle of Wight County Public Schools, VA
King and Queen County Public Schools, VA
King George County Public Schools, VA
King William County Public Schools, VA
Lancaster County Public Schools, VA
Lee County Public Schools, VA
Lexington City Schools, VA
Loudoun County Public Schools, VA
Louisa County Public Schools, VA
Washington County Public Schools, VA

Prince Edward County Public Schools, VA
Prince George County Public Schools, VA
Prince William County Public Schools, VA
Pulaski County Public Schools, VA
Radford City Schools, VA
Rappahannock County Public Schools, VA
Richmond County Public Schools, VA
Richmond Public Schools, VA
Roanoke City Public Schools, VA
Roanoke County Public Schools, VA
Rockbridge County Public Schools, VA
Rockingham County Public Schools, VA
Russell County Public Schools, VA
Salem City Schools, VA
Scott County Public Schools, VA
Shenandoah County Public Schools, VA
Smyth County Public Schools, VA
Southampton County Public Schools, VA
Spotsylvania County Public Schools, VA
Stafford County Public Schools, VA
Staunton City Public Schools, VA
Suffolk Public Schools, VA
Surry County Public Schools, VA
Sussex County Public Schools, VA

Tazewell County Public Schools, VA
Virginia Beach City Public Schools, VA
Warren County Public Schools, VA
Winchester Public Schools, VA
Wise County Public Schools, VA
Wythe County Public Schools, VA
York County School Division, VA

Waynesboro Public Schools, VA

Westmoreland County Public Schools, VA

West Point Public Schools, VA

Williamsburg-James City County Public Schools, VA

Attachment E – No Bid Form

Contractors who do not wish to bid do not need to return the entire bid package. Simply return this form to Racine County through Duane McKinney, Purchasing Manager at: Duane.McKinney@racinecounty.com

STATEMENT OF NO BID

SEALED BID NUMBER X

HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

I do not wish to submit a bid on this solicitation.

Contractor

Representative

Please indicate the reason(s) for your decision not to bid:

Racine County Contract & Contract Amendment Form

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3341 Amendment: Yes No Signed by vendor: Yes No DocuSign

Contract Type: Non Encumber Expense Encumber Expense HSD PO Expense Revenue

Vendor/Customer #: 3931-2 Vendor Name: TRANE US INC

Full Address: 800 E BEATY ST DAVIDSON NC 28036

Department: FIN Sub Department: _____

Brief Description of Services: AMENDMENT BID #RC2022-1001 HVAC PRODUCTS, INSTALLATION

Contact/administrator: Duane McKinney Contact Munis ID: 6750dmckinne

Contract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27

If additional account lines are necessary, attach a schedule. Total: **\$ 0.00 -**

Have you read the agreement: Yes No Do you understand & agree with the Terms: Yes No

Are there things that you think should be changed in this Contract: Yes No
If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: Yes No

If yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)

Is there a required signature date: Yes No If yes, what date: _____

Corp Counsel Stamp:	County Clerk Stamp:
---------------------	---------------------

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022

AMENDMENT NO. ONE (1)

This Amendment No. One (1) is effective January 1, 2023 and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases..

Details are provided in Attachment A of this Amendment No. 1.

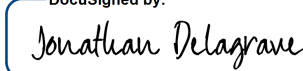
2. PRICE:

The County agrees to the revised prices.

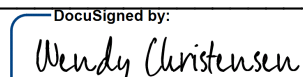
Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

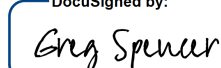
RACINE COUNTY

BY: 
Jonathan Delagrave
Racine County Executive

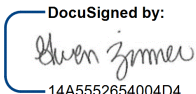
DATE: 1/6/2023

BY: 
Wendy M. Christensen
Racine County Clerk

DATE: 1/6/2023

BY: 
DATE: 12/21/2022


1/5/2023


12/21/2022

Racine County Contract & Contract Amendment Form

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3341 Amendment: Yes No Signed by vendor: Yes No DocuSign

Contract Type: Non Encumber Expense Encumber Expense HSD PO Expense Revenue

Vendor/Customer #: 3931-2 Vendor Name: TRANE US INC
 Full Address: 800 E BEATY ST DAVIDSON NC 28036

Department: FIN Sub Department: _____

Brief Description of Services: AMENDMENT 2 BID #RC2022-1001 HVAC PRODUCTS, INSTALLATION

Contact/administrator: Duane McKinney Contact Munis ID: 6750dmckinne

Contract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
 By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27
			Total:	\$ 0.00 -

If additional account lines are necessary, attach a schedule.

Have you read the agreement: Yes No Do you understand & agree with the Terms: Yes No

Are there things that you think should be changed in this Contract: Yes No
 If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: Yes No

If yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)

Is there a required signature date: Yes No If yes, what date: _____

Corp Counsel Stamp:	County Clerk Stamp:
---------------------	---------------------

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. TWO (2)

This Amendment No. Two (2) is effective September 26, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To add new products, new product codes and provide an updated product pricing discount schedule, necessary to introduce newer manufactured products.

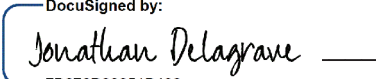
Product Pricing Discount Schedule provided in Attachment A of this Amendment No. 2.

2. PRODUCT PRICING:

The County agrees to the revised Product Pricing. Details are located in Attachment A.

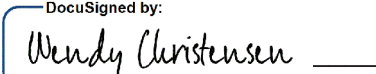
ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

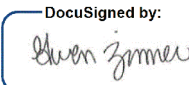
BY:  _____
DocuSigned by:
7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 11/8/2023

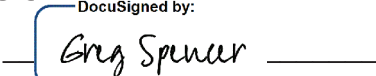
 _____
DocuSigned by:
36F9231CFBA8401...
11/8/2023

BY:  _____
DocuSigned by:
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 11/8/2023

 _____
DocuSigned by:
14A5552654004D4...
11/8/2023

TRANE U.S. INC.

BY:  _____
DocuSigned by:
95FF4CCACB964F1...
11/8/2023

DATE: 11/8/2023

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. THREE (3)

This Amendment No. Three (3) is effective December 15, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases.

Details are provided in Attachment A of this Amendment No. 3.

2. PRODUCT PRICING:

The County agrees to the revised Pricing.

Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY: DocuSigned by:
Jonathan Delagrave
7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 12/18/2023

BY: DocuSigned by:
Wendy Christensen
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 12/18/2023

DocuSigned by:
Michael Lanzdorf
36F9231CFBA8401...
12/18/2023

DocuSigned by:
Ewen Zimmer
14A5552654004D4...
12/18/2023

TRANE U.S. INC.

BY: DocuSigned by:
Greg Spencer
95FF4CCACB964F1...
DATE: 12/18/2023



Racine County Wisconsin

HVAC Products, Installation, Labor Based Solutions, and Related Products / Services

IFB #RC2022-1001

Submitted July 21, 2022, by Trane U.S. Inc.

A. Certification of Vendor

CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.
- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE:  _____

PRINT NAME: Greg Spencer

TITLE: Strategic Cooperative Program Leader

COMPANY: Trane U.S. Inc.

ADDRESS: 800 Beaty Street

CITY, STATE, ZIP: Davidson, NC 28036-6924

TELEPHONE: 469-442-6055 FAX: _____

E-MAIL: gsspencer@trane.com

DATE: June 22, 2022

INVITATION FOR BID - IFB # RC2002-1001
Page 22 of 119
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES-

Other Exhibits & Documents

The following documents are provided as Appendices:

- Appendix 1: Acknowledgement of Addenda
- Appendix 2: Exhibit A – Response for National Cooperative Contract
- Appendix 3: Exhibit B – Administration Agreement, Example
- Appendix 4: Exhibit F – Federal Funds Certifications
- Appendix 5: Exhibit G – New Jersey Business Compliance

B. Table of Contents



A. Certification of Vendor	i
Other Exhibits & Documents	ii
B. Table of Contents	iii
C. Executive Summary	4
D. Responsible Bidder	6
Minimum Criteria	6
1. Detailed Response to Attachment D, Exhibit A.....	6
2. Positive Balance Sheet.....	6
3. Business License.....	12
4. Proof of Insurance.....	14
5. Bonding Capacity	16
6. W-9	16
7. Background Information.....	17
8. References.....	39
9. Proof of Performance.....	43
E. Bid Form Criteria	112
SECTION A, Product Pricing	113
SECTION B, Labor Rates.....	135
SECTION C, Additional Costs	217
SECTION D, Additional Costs.....	218
SECTION E, Additional Costs.....	219

C. Executive Summary

Limit to one or two pages. Briefly state the Bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

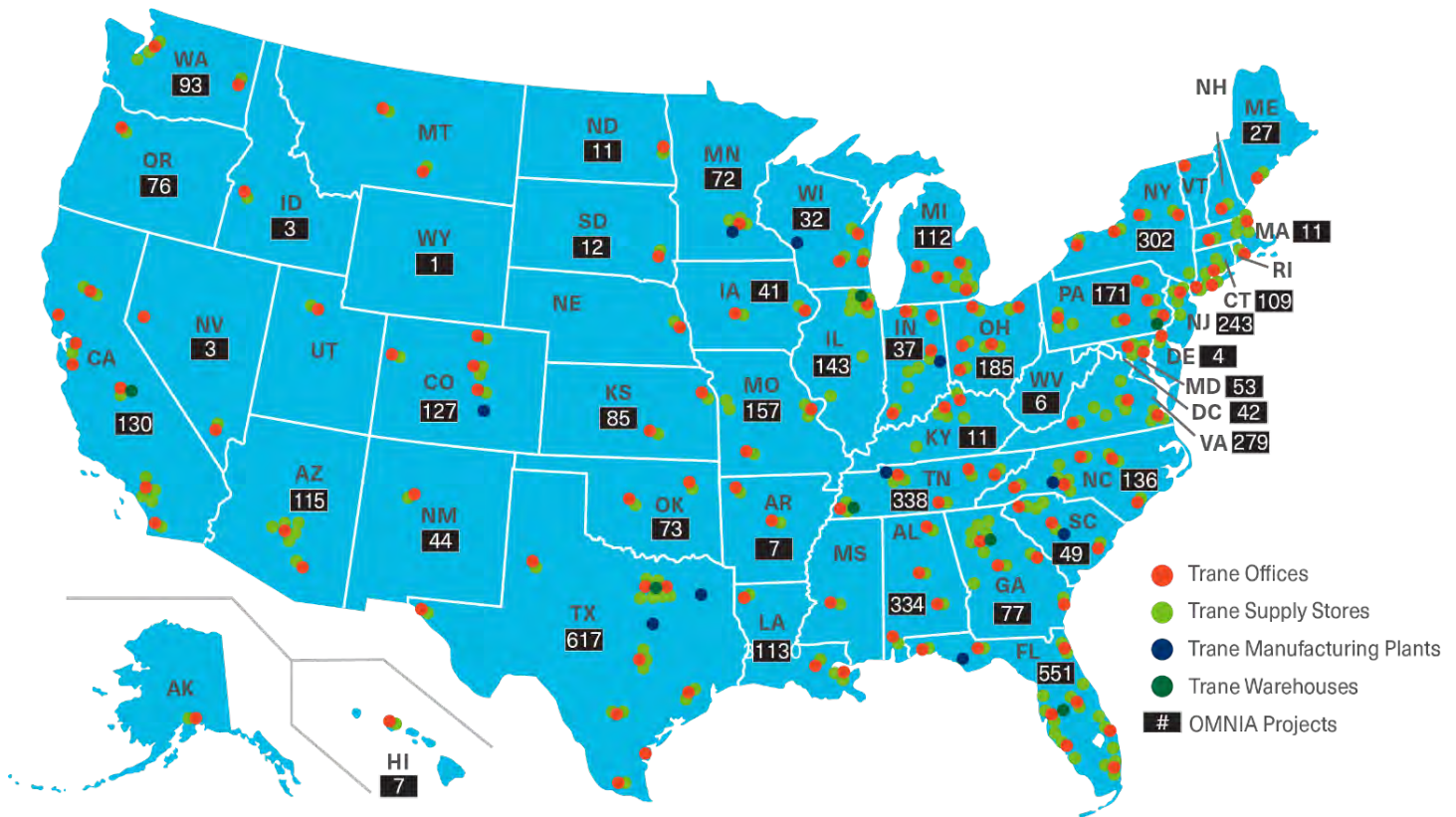
Trane has presented 122 high-level products/equipment options and 48 labor classifications and services for your consideration, and are ready to provide HVAC Equipment and Products, Installation, and Services, and other Related Products/Solutions in response to this IFB.

Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the **Harford County Public Schools and U.S. Communities Contract** (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, **Trane secured the Port of Portland and U.S. Communities Contract**. Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors—including small/disadvantaged businesses. **Trane has booked \$1.4B+ under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.**

Alabama	\$22,282,635.39	Kentucky	\$1,349,239.50	Oklahoma	\$9,834,236.76
Arizona	\$26,639,032.49	Louisiana	\$1,149,096.30	Oregon	\$9,151,530.40
Arkansas	\$2,901,717.35	Maine	\$745,095.24	Pennsylvania	\$77,036,481.90
California	\$29,571,264.24	Maryland	\$14,804,678.33	South Carolina	\$10,944,092.54
Colorado	\$35,176,520.47	Massachusetts	\$17,961.87	South Dakota	\$883,364.75
Connecticut	\$7,352,071.05	Michigan	\$16,591,434.19	Tennessee	\$93,940,188.53
Delaware	\$2,575,026.00	Minnesota	\$30,725,610.77	Texas	\$164,920,070.45
Florida	\$182,726,065.31	Missouri	\$20,131,774.73	Virginia	\$165,765,449.25
Georgia	\$24,161,110.01	Nevada	\$259,244.50	Washington	\$20,555,568.09
Hawaii	\$1,736,184.19	New Jersey	\$72,477,397.96	Washington, DC	\$8,031,046.25
Idaho	\$1,571,373.00	New Mexico	\$6,192,604.28	West Virginia	\$6,786.54
Illinois	\$87,170,264.87	New York	\$87,653,962.56	Wisconsin	\$9,387,240.15
Indiana	\$19,875,621.11	North Carolina	\$23,380,670.18	Wyoming	\$49,148.52
Iowa	\$7,858,608.39	North Dakota	\$1,086,231.13		
Kansas	\$12,782,043.21	Ohio	\$47,018,541.70		

Trane's robust national infrastructure includes: 124 project offices, 205 parts/supply facilities, 6 express warehouses, and 11 manufacturing plant sites. Trane has 2,138 Salespersons and Project Managers available to support the Racine Contract.



TRANE LET'S GO BEYOND™

HVAC Systems and Energy Services

Easier, simpler and quicker with cooperative purchasing

Becoming a participant of OMNIA Partners, Public Sector (and its subsidiaries National IPA and U.S. Communities) enables public agencies to drive efficiency, effectiveness and real savings with world-class government procurement resources and solutions. The entire portfolio of Trane equipment and services is available through OMNIA Partners saving time and money.

OMNIA Partners gives you greater purchasing power to unleash the potential of your buildings with Trane solutions. Trane is an industry leader in energy efficient, connected indoor comfort systems, providing full lifecycle support through a world-class services organization. Our mission is to collaborate with organizations to reduce the energy intensity of the world. Through innovative technology and unsurpassed expertise in buildings, we're helping organizations achieve real and enduring sustainability results.

OMNIA PARTNERS
 ingersollrand.com/publicsector

IFR Ingersoll Rand

Trane will work with OMNIA Partners so all participating agencies are aware of our contract award via a 90 day plan that includes emailing over 80,000 direct customer contacts, a co-branded press release, and publicity campaigns via our [dedicated OMNIA website](#), direct mail, social media, and trade show promotion.

Our experienced Cooperative Contracting group is well-positioned to help Racine County—and the agencies that will piggyback off this contract—secure the goods and services they need to support their communities. With over 100 years of collective experience, Trane's Cooperative Contract Team brings to Racine County extensive knowledge and diverse know-how in navigating public procurement contracting. We look forward to bringing this experience to Racine County and its public procurement partners.

We sincerely appreciate your consideration.

D. Responsible Bidder

Minimum Criteria

The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Trane U.S. Inc. meets all the minimum criteria to be eligible for this contract:

- Trane is a \$14B corporation that has been in business for over 100 years. Our most recent balance sheet is shown below.
- Trane has held a cooperative contract since 1998 and has held the Harford County Public Schools and U.S. Communities Contract since 2015.
- Trane is properly licensed and incorporated to do business in the State of Wisconsin.

1. Detailed Response to Attachment D, Exhibit A

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.

Please see Appendix 2 for Trane's detailed response to Exhibit A under Attachment D.

- a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

Trane acknowledges that Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

- b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

Trane acknowledges that The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

- c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.

Trane will not require additional agreements from Participating Public Agencies.

2. Positive Balance Sheet

2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

Balance Sheet from 2021 Annual Report

Trane Technologies plc Consolidated Balance Sheets

(In millions, except share amounts)

DECEMBER 31,	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 2,159.2	\$ 3,289.9
Accounts and notes receivable, net	2,429.4	2,202.1
Inventories	1,530.8	1,189.2
Other current assets	351.5	224.4
Total current assets	6,470.9	6,905.6
Property, plant and equipment, net	1,398.8	1,349.5
Goodwill	5,504.8	5,342.8
Intangible assets, net	3,305.6	3,286.4
Other noncurrent assets	1,379.7	1,272.4
Total assets	\$ 18,059.8	\$ 18,156.7
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 1,787.3	\$ 1,520.2
Accrued compensation and benefits	544.8	451.1
Accrued expenses and other current liabilities	2,069.9	1,592.0
Short-term borrowings and current maturities of long-term debt	350.4	775.6
Total current liabilities	4,752.4	4,338.9
Long-term debt	4,491.7	4,496.5
Postemployment and other benefit liabilities	810.9	1,024.6
Deferred and noncurrent income taxes	581.5	578.5
Other noncurrent liabilities	1,150.2	1,291.1
Total liabilities	11,786.7	11,729.6
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, \$1.00 par value (259,695,768 and 263,309,250 shares issued at December 31, 2021 and 2020, respectively)	259.7	263.3
Ordinary shares held in treasury, at cost (24,500,935 and 24,500,862 shares at December 31, 2021 and 2020, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,353.2	8,495.3
Accumulated other comprehensive income (loss)	(637.6)	(631.5)
Total Trane Technologies plc shareholders' equity	6,255.9	6,407.7
Noncontrolling interest	17.2	19.4
Total equity	6,273.1	6,427.1
Total liabilities and equity	\$ 18,059.8	\$ 18,156.7

See accompanying notes to Consolidated Financial Statements.

2021 ANNUAL REPORT

Income Statement from 2021 Annual Report

Trane Technologies plc Consolidated Statements of Comprehensive Income

In millions

FOR THE YEARS ENDED DECEMBER 31,	2021	2020	2019
Net earnings	\$ 1,436.6	\$ 870.0	\$ 1,428.5
Other comprehensive income (loss):			
Currency translation	(122.7)	261.5	(37.1)
Cash flow hedges			
Unrealized net gains (losses) arising during period	1.6	3.3	(2.7)
Net (gains) losses reclassified into earnings	(6.4)	1.9	0.7
Tax (expense) benefit	1.1	—	0.9
Total cash flow hedges, net of tax	(3.7)	5.2	(1.1)
Pension and OPEB adjustments:			
Prior service costs for the period	0.3	(1.9)	(5.7)
Net actuarial gains (losses) for the period	111.4	(52.5)	(41.9)
Amortization reclassified into earnings	38.6	43.4	48.1
Net curtailment and settlement (gains) losses reclassified to earnings	8.0	(1.8)	2.2
Currency translation and other	5.2	(10.4)	(1.4)
Tax (expense) benefit	(43.7)	(0.7)	(4.7)
Total pension and OPEB adjustments, net of tax	119.8	(23.9)	(3.4)
Other comprehensive income (loss), net of tax	(6.6)	242.8	(41.6)
Comprehensive income, net of tax	\$ 1,430.0	\$ 1,112.8	\$ 1,386.9
Less: Comprehensive income attributable to noncontrolling interests	(12.7)	(17.8)	(18.5)
Comprehensive income attributable to Trane Technologies plc	\$ 1,417.3	\$ 1,095.0	\$ 1,368.4

See accompanying notes to Consolidated Financial Statements.

Balance Sheet from 2020 Annual Report

Trane Technologies plc Consolidated Balance Sheets

In millions, except share amounts

DECEMBER 31,	2020	2019
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 3,289.9	\$ 1,278.6
Accounts and notes receivable, net	2,202.1	2,184.6
Inventories	1,189.2	1,278.6
Other current assets	224.4	344.8
Assets held-for-sale	—	4,207.2
Total current assets	6,905.6	9,293.8
Property, plant and equipment, net	1,349.5	1,352.0
Goodwill	5,342.8	5,125.7
Intangible assets, net	3,286.4	3,323.6
Other noncurrent assets	1,272.4	1,397.2
Total assets	\$ 18,156.7	\$ 20,492.3
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 1,520.2	\$ 1,381.3
Accrued compensation and benefits	451.1	442.4
Accrued expenses and other current liabilities	1,592.0	1,564.2
Short-term borrowings and current maturities of long-term debt	775.6	650.3
Liabilities held-for-sale	—	1,200.4
Total current liabilities	4,338.9	5,238.6
Long term debt	4,496.5	4,922.9
Postemployment and other benefit liabilities	1,024.6	1,048.2
Deferred and noncurrent income taxes	578.5	572.0
Other noncurrent liabilities	1,291.1	1,398.2
Total liabilities	11,729.6	13,179.9
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, \$1.00 par value (263,309,250 and 262,804,939 shares issued at December 31, 2020 and 2019, respectively)	263.3	262.8
Ordinary shares held in treasury, at cost (24,500,862 and 24,499,897 shares at December 31, 2020 and 2019, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,495.3	9,730.8
Accumulated other comprehensive (loss)	(631.5)	(1,006.6)
Total Trane Technologies plc shareholders' equity	6,407.7	7,267.6
Noncontrolling interest	19.4	44.8
Total equity	6,427.1	7,312.4
Total liabilities and equity	\$ 18,156.7	\$ 20,492.3

See accompanying notes to Consolidated Financial Statements.

2020 Annual Report F-7

2020 ANNUAL REPORT

Income Statement from 2020 Annual Report

Trane Technologies plc Consolidated Statements of Comprehensive Income

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net revenues	\$ 12,454.7	\$ 13,075.9	\$ 12,343.8
Cost of goods sold	(8,651.3)	(9,085.5)	(8,582.5)
Selling and administrative expenses	(2,270.6)	(2,320.3)	(2,249.2)
Operating income	1,532.8	1,670.1	1,512.1
Interest expense	(248.7)	(242.8)	(221.0)
Other income/(expense), net	4.1	(28.4)	(33.3)
Earnings before income taxes	1,288.2	1,398.9	1,257.8
Benefit (provision) for income taxes	(296.8)	(238.6)	(234.9)
Earnings from continuing operations	991.4	1,160.3	1,022.9
Discontinued operations, net of tax	(121.4)	268.2	334.6
Net earnings	870.0	1,428.5	1,357.5
Less: Net earnings from continuing operations attributable to noncontrolling interests	(14.2)	(15.2)	(15.1)
Less: Net earnings from discontinuing operations attributable to noncontrolling interests	(0.9)	(2.4)	(4.8)
Net earnings attributable to Trane Technologies plc	\$ 854.9	\$ 1,410.9	\$ 1,337.6
Amounts attributable to Trane Technologies plc ordinary shareholders:			
Continuing operations	\$ 977.2	\$ 1,145.1	\$ 1,007.8
Discontinued operations	(122.3)	265.8	329.8
Net earnings	\$ 854.9	\$ 1,410.9	\$ 1,337.6
Earnings (loss) per share attributable to Trane Technologies plc ordinary shareholders:			
Basic:			
Continuing operations	\$ 4.07	\$ 4.74	\$ 4.08
Discontinued operations	(0.51)	1.10	1.33
Net earnings	\$ 3.56	\$ 5.84	\$ 5.41
Diluted:			
Continuing operations	\$ 4.02	\$ 4.69	\$ 4.03
Discontinued operations	(0.50)	1.08	1.32
Net earnings	\$ 3.52	\$ 5.77	\$ 5.35

Trane Technologies plc

Consolidated Statements of Comprehensive Income (continued)

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net earnings	\$ 870.0	\$ 1,428.5	\$ 1,357.5
Other comprehensive income (loss):			
Currency translation	261.5	(37.1)	(230.6)
Cash flow hedges			
Unrealized net gains (losses) arising during period	3.3	(2.7)	1.2
Net gains (losses) reclassified into earnings	1.9	0.7	0.9
Tax (expense) benefit	—	0.9	(0.1)
Total cash flow hedges, net of tax	5.2	(1.1)	2.0
Pension and OPEB adjustments:			
Prior service costs for the period	(1.9)	(5.7)	(16.0)
Net actuarial gains (losses) for the period	(52.5)	(41.9)	12.8
Amortization reclassified into earnings	43.4	48.1	50.7
Settlements/curtailments reclassified to earnings	(1.8)	2.2	2.5
Currency translation and other	(10.4)	(1.4)	7.5
Tax (expense) benefit	(0.7)	(4.7)	(17.2)
Total pension and OPEB adjustments, net of tax	(23.9)	(3.4)	40.3
Other comprehensive income (loss), net of tax	242.8	(41.6)	(188.3)
Comprehensive income, net of tax	\$ 1,112.8	\$ 1,386.9	\$ 1,169.2
Less: Comprehensive income attributable to noncontrolling interests	(17.8)	(18.5)	(16.9)
Comprehensive income attributable to Trane Technologies plc	\$ 1,095.0	\$ 1,368.4	\$ 1,152.3

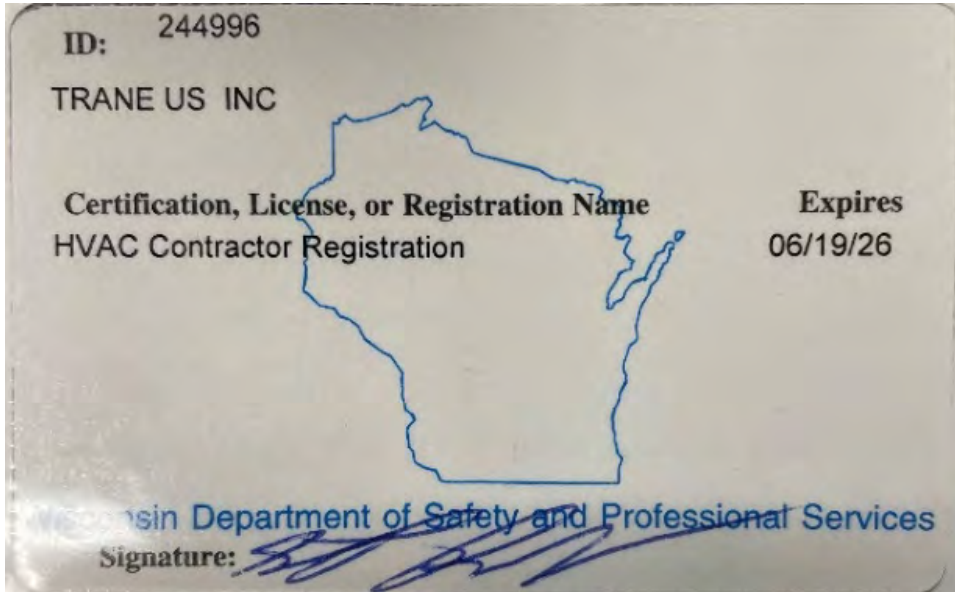
See accompanying notes to Consolidated Financial Statements

3. Business License

- 3. Business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.

Trane is licensed to do business in Wisconsin and **all other states in the United States.**

Wisconsin HVAC Contractor Registration



Wisconsin Contractor Re-Certification



STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary-designee
Naomi De Mers, Division Administrator

March 28, 2022

Trane U.S., Inc.
Attn: Tyler Schmitz
5302 Voges Rd.
Madison, WI 53718

Dear Tyler:

Thank you for applying for Division of Facilities Development (DFD) contractor re-certification.

DFD reviewed your updated application and has issued a re-certification decision.

Trane U.S., Inc. is re-certified to bid in the following divisions of work up to the following thresholds:

<u>Division of Work</u>	<u>Bid Threshold (Per Project)</u>
General	\$20,000,000
Mechanical	\$20,000,000
Other:	
Equipment Supplier	\$4,000,000

Please note that you are also re-certified to bid on projects in the Small Project Program (total project budget of \$300,000 or less).

When submitting your bids, please use your company name (Trane U.S., Inc.) as certified. Please do not submit bids outside of your certified divisions of work and/or over your certified bid amount thresholds (per project) as these bids will be rejected. Your new certification is valid until March 28, 2024. At that point, you will need to apply again for re-certification.

We look forward to your continued business. Please email us at dfdcertification@wisconsin.gov if you have any questions.

Sincerely,

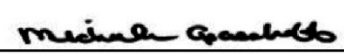
Division of Facilities Development

Wisconsin Department of Administration

Facilities Development, PO Box 7866, Madison, WI 53707-7866
Phone: (608) 266-2731 | DOA.WI.GOV

4. Proof of Insurance

4. Proof of insurance.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/22/2021		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>						
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000			CONTACT NAME: Michaela Grasshoff, ARM PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No): E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com			
INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Piscataway, New Jersey 08854 United States			INSURER(S) AFFORDING COVERAGE NAIC # COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA 19445 COMPANY B: Travelers Indemnity Co of America 25666 COMPANY C: Travelers Property Casualty Co of Amer 25674			
COVERAGES		CERTIFICATE NUMBER: 615940		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP. WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Time Element Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$7,500,000.00 GENERAL AGGREGATE \$7,500,000.00 PRODUCTS - COMP/OP AGG \$7,500,000.00 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> PHYSICAL DAMAGE/SFI F		CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA) APD - Self Insured	4/17/2021	4/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER: \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE AGGREGATE OTHER: \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-9M35413A-21-51-K (AOS) UB-9L048059-21-51-D (MN) UB-9M370386-21-51-R (AZ, MA, OR, WI) TWXJ-UB-7434L45A-21 (OH)	4/17/2021	4/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Please see page 2 for additional information.						
CERTIFICATE HOLDER			CANCELLATION			
Evidence of Insurance , , , United States			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Michaela Grasshoff, ARM 			
ACORD 25 (2016/03)			The ACORD name and logo are registered marks of ACORD		© 1988-2016 ACORD CORPORATION. All rights reserved. Requested By: Trane Technologies Corporate Risk Management	



ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Placatoway, New Jersey 08854 United States
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Job Description: For Purposes of RFP Submission and General Evidence of Insurance

For questions regarding this certificate of insurance contact: Trane Technologies Corporate Risk Management Email: rhonda.darbouze@tranetechnologies.com Phone: 732-852-6778

ACORD 101 (2008/01)

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7. Background Information

7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.

Trane U.S. Inc. (Trane) is a wholly owned subsidiary of Trane Technologies (NYSE: TT) and was incorporated in 1929. Trane is a global climate innovator with over \$14 billion in annual revenue. We offer a wide range of products and services known for high-performance efficiency and sustainability. These prominent brands include Trane, Thermo King, and a host of other category-leading brands.

Trane first received NAESCO Accreditation in 2004 and is one of only 13 NAESCO Accredited Energy Service Providers. The ESP designation is defined as: "The technical and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power (CHP) projects or the firm contracting energy supply."

In addition, Trane has been a qualified DOE ESCO since 1999 and has managed energy services performance contracting programs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration. Trane has been hired for six follow-on ESPC projects at three DOD locations and our Federal ESPC projects have achieved a 30% average energy reduction from baseline. Trane has received multiple awards, including the Federal Energy Management Program Award of the Year and the Presidential Award for Leadership in Federal Energy Management. Additional awards/recognitions include:

- 2022, Fortune magazine World's Most Admired Companies — 10th consecutive year
- 2022, [Lifestory Research "America's Most Trusted® HVAC Brand"](#)—8th consecutive year
- 2021, Forbes America's Best Employers for Diversity in America
- 2021, [Top Supplier Diversity Programs, U.S. Veterans Magazine's \(USVM\) annual Best of the Best list](#)
- 2020, Top Veteran-friendly Company, U.S. Veterans Magazine's (USVM) annual Best of the Best list—3rd consecutive year
- 2020, Dow Jones Sustainability North America Index (DJSI)—10th consecutive year



Accredited NAESCO since 2004. One of only 13 NAESCO Accredited Energy Service Providers (ESP).



Qualified Department of Energy ESCO since 1999 and DOE IDIQ ESPC contract holder.



Committed to reducing one gigaton of carbon emissions from our customers' footprint by 2030 – the largest B2B customer climate commitment.



Included on World's Most Admired Companies list by Fortune Magazine – 10th consecutive year.



Recognized as Top Supplier Diversity Programs by U.S. Veterans Magazine.



Named America's Most Trusted® HVAC brand by Lifestory Research® – 7th consecutive year.



- 2020, Consulting Engineer Product of the Year, BAS, Controls, Energy Management – Building Connect+
- 2020, 3BL Media, 100 Best Corporate Citizens—7th consecutive year
- 2020 SECNAV Energy Award for the Small Shore Base category, Naval Undersea Warfare Center Keyport ESPC
- 2020 Federal Energy and Water Management Award for its Off-Grid Energy Savings Performance Contract (ESPC) ENABLE Project, U.S. Forest Service ENABLE ESPC
- [2019, Business Intelligence Group \(BIG\), Green Company of the Year](#), Manufacturing and Technology category
- [2019, Urban Green Council \(UBC\), Partner of the Year](#)
- 2019, World Environment Center Gold Medal Award for International Corporate Achievement in Sustainable Development
- 2019, named to the FTSE4 Good Index Series that measures the performance of companies demonstrating strong environmental, social and governance (ESG) practices—5th consecutive year.
- 2019, FEMP Annual FEDS Spotlight recipient, Lara Buluc, Co-Project Manager, USDA First Off-Grid ESPC ENABLE project, U.S. Forest Service ENABLE ESPC
- 2019, Dow Jones Sustainability World and North America Indices (DJSI)—9th consecutive year
- 2019, Corporate Responsibility Magazine, Ranked 60th, 100 Best Corporate Citizens List—6th consecutive year
- 2019, Corporate Knights Global 100 Most Sustainable Corporations Index
- 2019, Alliance to Save Energy, STAR Award for Doubling Down on Efficiency
- 2019 Regional Forester’s Honor Awards “ENABLE Off-Grid Mobile Solar PV & LED Lighting Project”, U.S. Forest Service ENABLE ESPC

Trane’s Strengths

30 years of experience on a national cooperative

100+ years in business

Hold **#1 or #2 market positions** in all our business lines globally as a corporation

Experienced sales force, 12 Regions / **124 offices** across the U.S. able to do business in **all 50 states**

700+ LEED APs, **182** Professional Engineers, and **240** Certified Energy Managers

Active in ASHRAE, BOMA, USGBC.

Trane engineer is current president of ASHRAE.

Nationally Accredited Energy Service Provider (**ESP**) with NAESCO for 18 years

Leader in industry training - proven through **NC3 Sponsorship** (National Coalition of Certification Centers)

Product Innovation: chiller design, applications company, IAQ company, thermal energy - comprehensive

Trane Vision: A World of Sustainable progress and enduring results

Trane Purpose: We advance the quality of life by creating comfortable, sustainable, and efficient environments

Customer for Life Mentality

Dedicated Commitment to **Safety** – Experience Modification Rate of 0.61

Commitment to **Sustainability** – Center for Energy Efficiency & Sustainability (CEES)

Energy Services & Controls concentrated offerings

Size of Firm

Trane has over 34,000 employees worldwide. In the United States, Trane employs over 11,000 salaried employees and 13,500 hourly employees.

Legal Status

Trane is a corporation.

Lines of Business

Trane has a 100+ year history as a trusted provider of superior HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS) products and services. We have a global network of offices and service/parts locations to support energy conservation projects. Our local service organization will provide 24/7 technical support and access to a robust national supply chain. This community-based approach will help keep your operations running smoothly and provide rapid response in case of emergency. Our lines of business are provided under **Lines of Business: Trane Services** and **Lines of Business: Trane Building Systems and Technologies**.

Management and Technical Expertise

LOCAL PROJECT MANAGEMENT APPROACH

Trane's projects are managed locally. Each Trane office has the qualifications and hands-on relevant experience to deliver across all project phases. Trane offers vast in-house capabilities for design, equipment, contracting, controls, service, and project financing. A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities ECMs at the project site in accordance with the design, costs, schedule, safety protocols, and QC processes. The PM leads and manages the installation team, including subcontractors, and is responsible for the Project Schedule. The following corporate management/technical resource pool is available to support the local delivery team:

Trane Key Resources

- Project Developers (48)
- Energy Engineers (44)
- M&V Engineers (10)
- EH&S Specialists (58)
- Technicians (1800+)
- Commissioning Agents (30)
- Quality Control Specialists (30)
- Construction Managers (133)
- Trainers (60)
- Marketing/Technical Writers

* Approximate resources available to support projects across each phase

Trane Subject Matter Experts

- Utility Supply Side Specialists
- Renewable Energy & Power Systems Team
- Controls Engineering, Design & Intelligent Services
- HVAC Applications

Outside Resources

- Engineering
- Design Consultants
- Subcontractors
- Vendors

Trane Credentials

- 100 Certified Six Sigma Professionals
- 182 Professional Engineers (PE)
- 240 Certified Energy Managers (CEM)
- 660 LEED Accredited Professionals
- 700 Degreed Engineers

After the project is constructed, Trane’s local service and maintenance team ensures optimum operations. Through the innovative use of data trending and analytics, Trane can provide opportunities for continuous system improvement optimization. **Most companies do not directly employ HVAC or Controls Service Personnel.** When a customer needs service, a locally based service company will respond on their behalf. Trane’s truck-based service personnel promptly respond to any request. These service experts will show up in a Trane van, wearing a Trane uniform. They are direct employees of Trane. Their experience level ranges from journeymen to experienced senior technicians and supervisors – some of whom possess more than 30 years of HVAC industry experience. Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.

Trane’s local project delivery model offers the following advantages:

- **A local service organization to provide 24/7 technical support and a robust national supply chain.** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.
- **Intelligent Services/BAS technicians** to analyze building data and provide scheduled and on-call local service support. This will contribute to uptime for ongoing operations and provide rapid response in case of emergency.
- **Established relationships** with local designers, suppliers, and subcontractors—including small/disadvantaged businesses. Our network includes a pool of pre-qualified sub-contractors to perform work such as electrical, piping, rigging, etc.
- **Expertise to perform system upgrades and replacements**, including major mechanical equipment such as chillers, cooling towers, air handlers, pumps, and coils. Trane’s local offices have dedicated professionals in each of the following areas:
 - o **Contracting Solutions:** Total comprehensive solutions, including guaranteed energy savings performance contracting and large turnkey installation projects.
 - o **Trane Equipment:** Energy-efficient, environmentally friendly HVAC equipment for both comfort and process applications.
 - o **Controls:** State-of-the-art building automation systems. Our local offices are complete with dedicated Controls Demonstration Centers for client education and training.
 - o **Service:** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but HVAC systems from nearly every manufacturer in the industry.
 - o **Supply:** Full line of Trane parts, non-Trane parts, maintenance supplies, safety equipment, refrigeration, and maintenance/service tools warehoused locally.
 - o **Training:** Fully equipped training facilities for seminars and training on industry issues Awards

SAFETY APPROACH

Safety Planning is woven into Trane’s Construction/Installation Approach. See Section: “Trane’s Safety Policy” for additional information.

MITIGATING DISRUPTIONS TO DAILY OPERATIONS








Virtually all our projects feature construction activities across multiple buildings and work in occupied spaces. Our local teams are experienced in scheduling work activities and implementing projects in a way that minimizes disruption to daily operations. We work with our customers to develop an effective project schedule and coordinate all implementation activities with project site representatives. For work performed in occupied areas – such as lighting and water conservation upgrades – we will attempt to schedule installation during low-occupancy times, as well as publish work schedules and estimated completion times well in advance.

Trane will schedule installations in occupied areas – such as lighting and water conservation upgrades – during low-occupancy times and create/publish work schedules with estimated completion times in advance. We will also develop a detailed facility phasing plan for customer review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that will be completed, and acceptable shutdown times for each occupied space.

Trane will coordinate with facility leadership and create signage that notifies occupants of upcoming work and shutdowns. Trane will actively manage all aspects of construction and will provide site supervision to manage crews and immediately respond to any occupant issues or questions. Trane will hold meetings with the facility occupants to keep the Trane team informed of the access and scheduling requirements for the proposed efficiency measures which impact implementation cost estimates and phasing plans.

Based on input from each building manager, we will develop a detailed phasing plan for each facility for your team’s review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that work is to be completed, and acceptable shutdown times for each occupied space.

To keep your project on track and to minimize disruption to day-to-day activities, our team will:

 <p>Pre-fabricate materials in preparation for high periods of construction activity</p>	 <p>Schedule major construction activities during holidays and unoccupied times</p>	 <p>Employ night and weekend schedules to maintain progress throughout the year</p>	
<p>Perform lighting and water retrofits early in the project to accelerate savings</p> 	<p>Concurrently schedule major construction activities that generate noise for an extended period of time</p> 	<p>Publish schedules in advance, and coordinate any shutdowns or entry into occupied spaces w/building occupants</p> 	<p>Perform daily/nightly clean-up and inspections</p> 

Financial Position

Trane Technologies is a \$14B public corporation with a strong investment grade rating as indicated by Moody's and S&P (Baa2/BBB). Thus, our financial strength allows us to meet our energy performance guarantees. Trane has and can use escrow accounts where needed with scheduled construction draws as appropriate. In addition, we have a dedicated team of energy engineers that track project performance on a detailed ECM basis and take corrective actions if needed or appropriate.

The Income Statement and Balance Sheet from our most recent annual report is included in Section D.2. of this response. Trane's entire annual report can be viewed at the following web address along with all other financial documents: <https://investors.tranetechnologies.com/financial-information/financial-summary/default.aspx>. A letter from J.P. Morgan summarizing their experience with Trane is provided below.

Jeffrey Stern
Executive Director
Diversified Industrials
Global Corporate Bank

383 Madison Avenue
New York, NY 10179

T 1 212 622 9977
F 1 917 849 4897
jeffrey.x.stern@jpmorgan.com

J.P.Morgan

January 21, 2022

Ladies and Gentlemen:

At the request of Trane Technologies (the "Company"), the parent company of Trane US, Inc., we are forwarding a resume of our banking experience when dealing with the Company.

JPMorgan Chase Bank, N.A. and our related affiliates, have had a significant banking relationship with the Company dating back several decades. Currently we accommodate the Company with credit facilities which include a low 10 figure unsecured revolving credit facility. Trane US, Inc. has also maintained a U.S. \$ checking account with the J.P. Morgan Chase Bank, N.A. in New York for over 10 years. Our dealings over the years with the Company have always been handled in a very satisfactory manner.

JPMorgan Chase Bank, N.A. considers the Company to be a valued client and the organization is highly regarded by us.

We are furnishing this letter and the information contained herein to you as an accommodation to the Company and on the condition that this letter and the information contained herein is treated as confidential, that it is not intended to be, and does not constitute, representations regarding the general condition of the Company, its management or its future ability to meet its obligations, that neither we nor any of our officers, employees and agents shall have any liability or responsibility in connection herewith.

Best regards,



Executive Director

THE INFORMATION IN THIS LETTER IS PROVIDED AT THE REQUEST OF TRANE TECHNOLOGIES. THIS LETTER AND ANY INFORMATION PROVIDED IN CONNECTION THEREWITH ARE FURNISHED ON THE CONDITION THAT THEY ARE STRICTLY CONFIDENTIAL. THAT NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN CONNECTION HERewith SHALL ATTACH TO JPMORGAN CHASE BANK, N.A., ANY OF ITS SUBSIDIARIES AND/OR AFFILIATES, OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS, THAT THIS LETTER MAKES NO REPRESENTATIONS REGARDING THE GENERAL CONDITION OF THE SUBJECT, ITS MANAGEMENT, OR ITS FUTURE ABILITY TO MEET ITS OBLIGATIONS, AND THAT ANY INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL PERSONS ARE INFORMED THAT THIS RESPONSE IS A STRICTLY CONFIDENTIAL RESPONSE TO A REQUEST AND MAY BE INCOMPLETE. ANY STATEMENT ON THE PART OF JPMORGAN CHASE BANK, N.A. OR ANY OF ITS OFFICERS, AS TO THE RESPONSIBILITY OR STANDING OF ANY PERSON, FIRM OR CORPORATION, OR AS THE VALUE OF ANY SECURITIES, IS GIVEN AS A MERE MATTER OF OPINION FOR WHICH NO RESPONSIBILITY, IN ANY WAY, IS TO ATTACH JPMORGAN CHASE BANK, N.A. OR ANY OF ITS OFFICERS. FURTHERMOEW, NO OFFER OR SOLICITATION ON OUR PART WITH RESPECT TO THE SALE OF PURCHASE OF SECURITIES IS INTENDED OR TO BE IMPLIED.

Years in Business

Trane has been manufacturing world-class HVAC equipment for over 100 years.

Unique Approaches or Techniques Developed and Used by Firm

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin. Joined by his son Reuben, a mechanical engineer, James Trane developed an innovative low-pressure steam heating system. By 1913, the family had incorporated as The Trane Company. Over the next hundred years, Trane established its position as a pioneer in climate control by patenting its first air conditioner in 1931 then launching the Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™— the highest efficiency, lowest emissions, most reliable chiller on the market. Today Trane is an HVAC OEM operating worldwide, providing products and services unmatched in the industry. Just a few of Trane's unique approaches include:

- Building automation systems providing continuous commissioning
- Design, and energy simulation software used by many of the world's top design firms
- Intelligent systems that can help provide predictive failure analysis
- P3 partnerships providing educational opportunities,
- Thermal storage systems allowing load shedding and off-peak utility optimization
- Innovative partnerships with VRF technology

Lines of Business: Trane Services

Trane Services help optimize building performance by connecting building and machine data to deliver the knowledge and power needed to manage buildings. Our offerings include:

ENERGY & SUSTAINABILITY

- **Energy Conservation Measures** Trane has been an accredited Energy Services Company (ESCO) since 1999 and has **executed almost \$3.5 billion in guaranteed Energy Savings Performance Contracting (ESPC) work**. We solve energy problems holistically with top digital and analytical tools, engineering expertise, and a full portfolio of products and services. ESPC projects allow building owners to pay for significant building upgrades that improve energy efficiency via future energy savings that are guaranteed by Trane, eliminating the need for a significant capital expense. In addition to our work in the Commercial/State & Local/K-12/Higher Education vertical markets, Trane has been a Trane® has been a qualified DOE ESCO since 1999 and has **implemented Federal ESPCs** for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration.
- **Energy Monitoring & Analysis** Trane uses intelligent tools to monitor, track, predict, and optimize building operations. We offer a complete energy management solution that delivers improved building performance and reduced operating costs. Trane's software-driven energy

load management and predictive analytics tools forecast, plan, and manage energy consumption to avoid higher electricity prices. Trane Intelligent Services has four major components:



Building Performance

Trane building professionals analyze data and equipment behavior in the context of the overall system, discovering hidden information and opportunities for improvement.



Energy Performance

Trane professionals maintain 24/7 watch over your critical building systems, proactively detecting issues and analyzing alarms, and initiating responses according to your specific rules of engagement.



Active Monitoring

Trane Energy Optics® and Trane Energy Analyzer—illustrate your building's energy use. Because if we can see a problem, we can change it.



Energy Assessment

Trane's cloud-based building energy management system (BEMS) service uncovers energy waste in every corner of your building.

- **Active Energy Management** Trane develops and implements integrated Active Energy Management programs that can lower energy costs, build sustainability, and reduce dependence on the electrical grid.
 - o Renewable Energy & Distributed Energy Resources Trane can develop distributed energy resources (DER) to improve sustainability and resilience. Our services include onsite installations and renewable energy purchasing strategies, including virtual power purchasing agreements (VPPA). Trane's dedicated Renewable and Resilient Energy and Power Systems Team can implement solar PV, solar hot water heating, rainwater harvesting, biomass heating plants, geothermal heat pumps, cogeneration biogas, water/wastewater, and smart grid technology.
- **Financing & Energy Services Contracting** Trane's Financing Group provides expertise in grants, utility rebates, performance contracts, energy services agreements, and public-private partnerships that fund sustainability programs. Trane experts help customers select the best tool for their goals. Trane experts also help customers increase their buying power as part of a purchasing cooperative or group. Trane is a member of the nation's leading cooperative and group purchasing organizations supporting public, non-profit, and health care organizations.

OPERATE, MAINTAIN & REPAIR

- **Connectivity and Cloud Services** Trane provides secure and scalable solutions via Trane’s building optimization tools that reduce operating costs and improve comfort and efficiency. Trane Connect is a cloud-based customer portal that offers secure, firewall-protected access to building systems for remote monitoring and routine maintenance. Trane’s Tracer Ensemble Building Management System is a premier web-based building management system that eliminates the complexity of managing multiple building systems across multiple sites. Tracer manages sites from a PC, tablet, or smart phone. Trane works closely with IT teams to help ensure our connected building management systems provide secure access for authorized users, and only authorized users. Trane provides seamless integration of any open standard protocol building system so that sub-systems work together and share vital information.
- **HVAC System Management** Trane develops warranty and maintenance programs that improve budget planning, save energy, and minimize downtime. Offerings include start-up services to ensure a new system is performing to spec., service agreements to extend system life, extended warranties that provide longer duration/comprehensive coverage, and predictive services to detect issues early.
- **HVAC System Repair** Trane provides locally based, factory-trained technicians to service Trane systems as well as any other brand of HVAC equipment.
- **Rental Solutions** Trane Rental Services provides 24/7/365 local service, engineering expertise and an expansive fleet of rental chillers, air conditioners, cooling towers, air handlers, portable heaters, power generators, and ancillary products for planned or unplanned, simple, or complex, and short- or long-term needs.
- **Parts and Supplies** Trane Supply provides HVAC service professionals with parts, supplies, and replacement equipment to help them serve their customers via a network of more than 360 locations throughout the United States and Canada.



DESIGN, UPGRADE & MODERNIZE

- **Upgrading Existing Equipment** Trane upgrades help HVAC systems operate more efficiently and environmentally friendly. Typical upgrades include controls, variable frequency drives, and refrigerant conversions.
- **Building Systems Design and Upgrades** Trane maintains high performing buildings by keeping building automation, HVAC, lighting, and central plants up to date with the latest BAS innovations.
- Trane has expertise in **Central Plant Design**. Examples include:
 - o **Clemson University Central Energy Plant**, Clemson, SC – Feasibility Study, Design, Construction



- o [Georgia World Congress Center, Atlanta, GA](#) – 30 MBTU of new condensing boilers and a new Central Energy Plant that includes new energy efficient chillers, boilers, and pumping systems.
- o [Hillsborough County Central Energy Plant, Tampa, FL](#) – Design, Construction, Operation and Maintenance of a 3,900-ton central energy plant with 84 thermal ice storage tanks and extensive underground piping system connecting seven county buildings.
- o [Pinellas County Central Energy Plant, Clearwater, FL](#) – Feasibility Study, Design, Construction, and Operations and Maintenance
- o [Pueblo County Courthouse, Pueblo, CO](#) – EarthWise® Ice-Enhanced, Air-Cooled Chiller Plant
- o [Tampa Housing Authority and Bank of America Development, Tampa, FL](#) – Encore Central Energy Plant
- Trane has experience working with municipal owners and their design consultants on Wastewater Treatment Plant Equipment and Maintenance projects. Examples include:
 - o [City of Bremerton, WA, Wastewater Treatment Plant](#)
 - o [City of Lakota, WA, Wastewater Treatment Plant](#)
 - o [City of Lynwood, WA, Wastewater Treatment Plant](#)
 - o [City of Monroe, WA, Wastewater Treatment Plant](#)
 - o [City of Santa Rosa, CA, Wastewater Treatment Plant](#)
 - o [LOTT Cleanwater Alliance, Budd Inlet, Tacoma, WA, 335kW digester methane gas driven cogeneration systems and Treatment Plant](#)
- **HVAC System Retrofits** Trane evaluates whether a retrofit or replacement will provide the better return on investment. Trane provides the service and support from conception to completion to select the ideal equipment and controls for buildings and can implement the installation as mechanical contractor.
- **Indoor Air Quality (IAQ)** Trane’s IAQ Assessments include a fact-based, comprehensive review of building results and a straightforward report of condition. We can make recommendations on how to improve building air quality to meet the latest industry guidelines and implement the changes. Trane also provides ongoing IAQ monitoring. Trane’s system improvements meet industry guidelines and reduce energy costs. Our solutions include:
 - o Ultraviolet Lamps in Ductwork to prevent microbial buildup on air filters, cooling coils, drain pans, and duct surfaces.

Optimize Indoor Air Quality

HVAC systems play a prominent role in air cleaning. In addition to our best-in-class equipment, Trane’s IAQ Assessments provide a comprehensive review and report of building conditions and concrete guidance based on your overall system performance. Our IAQ solutions include ultraviolet lamps in ductwork, dynamic air cleaners, and Synexis® Dry Hydrogen Peroxide (DHP™) which works 24/7 to fight certain viruses, bacteria, mold, odors, and insects. Our approach covers the four key areas of air quality improvement:

			
Dilute <i>Use outdoor air to dilute buildup of contaminants</i>	Exhaust <i>Exhaust air from kitchens, restrooms, and combustion systems efficiently</i>	Contain <i>Maintain indoor humidity levels and remove contaminants</i>	Clean <i>Use HVAC system to reduce particles, odors, or microorganisms</i>

- o Dynamic Air Cleaners to ensure that your HVAC system not only heats and cools—but cleans the air.
- o Synexis® Dry Hydrogen Peroxide (DHP™) to fight viruses, bacteria, mold, odors, and insects.

Trane’s recent K-12 IAQ experience includes:

- [City of Des Peres, MO](#)
- [San Felipe Del Rio Consolidated Independent School District, TX](#)
- [Mason Public Schools, MI](#)

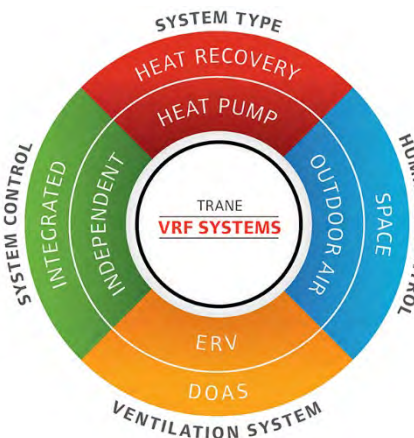
The following K-12 IAQ initiatives were completed under Trane’s OMNIA agreement:

- Normandy School District, MO
- Muhlenberg County Schools, KY
- Danville Independent Schools, KY
- Webster County Schools, KY

Lines of Business: Trane Building Systems and Technologies

VARIABLE REFRIGERANT FLOW (VRF) AND DUCTLESS SYSTEMS

Variable Refrigerant Flow (VRF) technology is taking the HVAC industry by storm. VRF technology is a popular choice for a variety of building sizes and uses by offering higher energy efficiency, smaller footprints, and greater flexibility. Additionally, VRF heat pumps and heat-recovery systems are popular strategic electrification solutions as part of the greater drive towards the decarbonization of HVAC systems.



Trane has paired applications knowledge and expertise with its extensive equipment and controls offerings to provide variable refrigerant flow (VRF) systems solutions. This fully integrated, high-performing HVAC system solution is designed to deliver customized comfort throughout any commercial space. Regardless of the capacity, energy efficiency, functionality, or performance-monitoring requirements, our VRF Systems Solutions, featuring Trane® / Mitsubishi Electric VRF Technology, are designed to exceed the comfort and sustainability goals established for commercial building projects.

- **N-Generation CITY MULTI® VRF** Trane® / Mitsubishi Electric VRF products include a variety of outdoor units, indoor units, ventilation solutions, controls, and more to design a complete VRF system for any building.
- **Trane®/ Mitsubishi Electric P Series** Ductless, boundless, and full of Potential, the P Series systems are highly efficient and the right solution for your light commercial applications. Outdoor cooling units. Indoor units. Ductless controls.

- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.
- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.

CHILLERS — LEGENDARY RELIABILITY, QUIET SOUND, AMAZING ENERGY EFFICIENCY.

- **Comprehensive Chilled Water Systems** Trane's comprehensive chilled-water systems employ best practices in chiller plant design that align with current industry guidance for achieving high performance cooling, heating, and ventilation, all while reducing first cost.
- **Comprehensive Chiller-Heater Systems** Trane Comprehensive Chiller-Heater systems — featuring electric heat pumps — provide cost-effective, energy-efficient, reliable cooling and heating, while reducing carbon emissions. Ideal for larger buildings, especially those with a central plant, these pre-engineered system solutions make electrified HVAC systems easier to specify and implement.
- **Intelligent Variable Air Systems** Our Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Water-Cooled Chillers** We have optimized our fleet of water-cooled chillers to help customers maximize efficiency, benefit the environment, and reduce operating expenses. With HVAC costs making up 40% of commercial building energy consumption, the right chiller represents an incredible opportunity to reduce the energy intensity.
- **Air Cooled Chillers** High efficiency and low noise are the hallmarks of all Trane's air-cooled chillers. Our robust portfolio features a wide operating map, so you can find the just-right solution for your building. We offer an array of tonnage sizes, efficiencies, and performance features to meet your requirements. Whether you need a classic chiller with dependable performance or an environmentally conscious chiller with next generation refrigerant, there's a Trane model for every customer.
- **Modular Chillers** MiniMod™, SuperMod™, PolyTherm™ and Manhattan™ Gen II chillers represent the line-up of Trane's modular chillers. Trane is committed to manufacturing products that are highly efficient, reliable, serviceable and cost effective. Our proven performance is backed by careful engineering.
- **Cold Generator Scroll Chillers** The Cold Generator Scroll Chillers are a family of traditional capacity and compact expandable capacity Scroll chillers suitable for a range of comfort and process cooling applications. Concise footprints and doorway friendly design make them an ideal solution for new construction, retrofit and replacement applications

TRANE® PACKAGED UNITS AND SPLIT SYSTEMS

Whether for a large data center, a complex commercial concern or a small business, Trane offers sustainable options to deliver customized comfort and efficiency.

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Intelligent Variable Air Systems** Trane Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Zoned Rooftop Systems** Ideal for small buildings, Trane® Zoned Rooftop Systems provide cost-effective options to increase comfort and energy efficiency, while simplifying operation and maintenance. These packaged systems make advanced functionality affordable and easy for non-technical users to operate.
- **Rooftop Units** Small to Large Commercial Rooftop Units: 2 - 162 Tons. Our broad portfolio of solutions can meet any building's footprint requirements and are easy to install and maintain.
- **Split Systems** Trane offers the broadest selection of split system components. Design the system you need for a corner retail shop, light commercial application, office building, hotel, school and more. Choose from gas furnace and indoor coil options for smaller buildings to a full line of air handler units and compressors with capacities from 6 - 120 tons.
- **Self-Contained Systems** For new construction or retrofit, Trane self-contained HVAC systems are a great fit. Some projects can make installation of HVAC systems tricky. With a complete line of self-contained HVAC systems from 20 - 110 tons of capacity, Trane can satisfy any new construction or retrofit application with reliable, energy efficiency comfort.
- **Water Source Heat Pumps** Fully compatible with geothermal technology, Axiom™ water source heat pumps from Trane offer higher efficiencies — up to 40 EER on select configurations — than other conventional heat-pump technologies, along with precise space heating and cooling capabilities for superior comfort. Available eFlex variable-speed control minimizes on/off system cycling, temperature swings, noise, and energy use. Axiom™ durability, performance and efficiency means exceptionally low life-cycle costs to boot. Building owners can also take advantage of a 10% federal tax credit on qualifying installation costs if geothermal system placed in service before Jan. 1, 2022.
- **Dedicated Outdoor Air Solutions** Trane® dedicated outdoor air systems condition 100 percent outdoor air — improving indoor air quality, controlling relative humidity, and reducing the load on other HVAC equipment in a building.

AIR HANDLERS, TERMINAL DEVICES, VAV AND FAN COILS

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Terminal Devices** The Trane® portfolio of fan coil, unit ventilator and blower coil solutions are designed to make installations faster and easier, and to maximize HVAC system performance. Using advanced technology, these systems reliably and efficiently deliver the comfort your building occupants need. We are the only manufacturer that offers factory-commissioned, single-zone VAV systems integrated with Tracer® UC400 controllers, delivering up to 66 percent higher efficiency, temperature stability, quiet operation, and dehumidification advantages for varying-occupancy spaces. Trane fan coil, unit ventilator and blower coil solutions deliver efficiency and comfort to a wide variety of buildings, applications, and people — quietly and dependably — day after day, year after year.
- **Sensible-Cooling (DOAS) Terminal Units** These terminal units reduce energy use and operating costs with Electronically Commutated Motor (ECM) and modulating airflow control algorithms. Trane sensible-cooling terminal units are constructed with a 10.5 inches casing height and are an excellent choice when plenum spaces are tight.
- **Variable-Air-Volume Units** VariTrane™ variable-air-volume units (VAV) are among the industry leaders in quality and reliability and are designed to meet the specific needs of today's applications. This generation of VariTrane units builds upon Trane's history of quality and reliability and expands the products into one of the most complete variable-air-volume units offering in the industry. Our units feature rugged variable-air-volume units construction, are available in several different profiles to suit the space available, and all utilize digital controls for energy-efficiency and to facilitate interface with building management systems.
- **Performance Climate Changer® Air Handlers** Trane® Performance Climate Changer® air handlers can help HVAC systems achieve higher energy efficiency and indoor air quality while reducing maintenance requirements – adding life to buildings and improving the lives of people within them. From the most straightforward needs to wide-ranging demands for air cleaning, dehumidification and energy savings, there's a Trane Performance Climate Changer® air handling unit to deliver everything your project requires.
- **Air Handler Technologies** Trane continually invests in air handler research and development of new products to adapt the changing needs of today's HVAC market. Our focus on whole systems has led to the design of many custom options that can be incorporated into standard cataloged air handler, providing a more cost-effective solution than a completely custom-built unit. These custom-engineered air handler solutions are offered as factory-packaged specials that deliver Trane quality, enable simplified on-site installation, and provide proven, tested performance. The air handler solutions address such issues as humidity control, energy recovery, special acoustical needs, air filtration and the use of optional fuel sources.

- **Unit Heaters** The Trane electric architectural forced-air wall unit heaters combine quiet, reliable heating with an attractive cabinet design. Their ease of installation, rugged construction and architectural styling particularly suits them for space heating applications in commercial, industrial, and institutional applications. These unit heaters range from smaller room-sized electric heaters to large indoor and outdoor duct furnaces.

VARIABLE FREQUENCY DRIVES (VFD)

Trane TR200 Series drives play an important role in a system to reduce energy usage, extend motor life, optimize AC motor speed control, maximize occupant comfort, and reduce costs.

- **TR200 Series Variable Frequency Drives** Trane TR200 Series drives' support of open standard protocols make them compatible with virtually all HVAC equipment and building automation systems. They can also be ordered specifically for a project and easily installed on-site for new and retrofit applications. With a complete range available from 1½ to 1350 HP, the features and flexibility of TR200 Series drives make them ideal for stand-alone control of cooling towers, exhaust fans, pumps, and a variety of air handlers.

ENERGY STORAGE

- **Thermal Battery Systems** Trane Thermal Battery™ systems are premier HVAC plants that provide a distributed resource for our changing grid. Their ability to store thermal energy enables your building to reliably modify HVAC operations to optimize for carbon reduction or energy cost savings.
- **Thermal Energy Storage Solutions** Leveraging Trane energy storage technologies can help improve how power supply is managed, creating a more resilient energy system by increasing your building's energy agility for greater sustainability and profitability, while reducing grid dependency. Trane offers a number of energy storage solutions to help our customers meet their objectives. Solutions include thermal energy storage (ice or chilled water storage), batteries, and industrial process and flow management solutions.

PRECISION COOLING

Precision cooling is essential for mission critical applications such as data centers and indoor agriculture. With industry-leading expertise and a wide array of solutions and services, Trane — a holistic provider — can help customers ensure mission critical facilities are highly reliable, efficient, and sustainable. Trane's application engineering expertise and systems approach allows for efficient, flexible, and scalable integrated designs, meeting specific customer needs that ensure uptime and performance.

- **Precision Temperature and Humidity Control** Trane delivers a broad range of cooling capacities for mission critical applications, from a small technology room to the largest data centers —all supported by the local services organization with global footprint wherever and whenever you need it.

Trane Building Management and Automation

At the base of every system, we provide an integrated and secure solution that meets the needs of your project or building, with the ability to optimize your HVAC equipment, lighting and more. Take back control of your building and achieve the operational excellence you and your customers are seeking.

- **Solutions for Large Buildings and Campuses** Design and manage smarter buildings. Our Tracer® Ensemble® technology provides the ultimate user experience by combining custom reporting and dashboards to view and optimize assets. Easily access alarms, setpoints, and schedules from virtually anywhere through a secure remote access. Additionally, with Ensemble you have access to Tenant Services™ and Work Order Management to maximize your occupants' comfort while minimizing stressful procedures. Tracer® SC+ with its easy-to-use Synchrony® Interface is a powerful building automation system for your facility that will integrate systems to simplify command and give you better control over comfort and energy efficiency. Lighting Solutions: control over half of your building's energy use by integrating your lighting system with one simple-to-use interface. With Air-Fi® Wireless, you can create the reliable, flexible system you want without the wires. It also allows for easy Building Automation System infrastructure updates by allowing a phased approach based on your timeline.
- **Small Building Solutions** Our Pivot® Smart Thermostat System allows you to maintain an ideal environment that works for you with an easy-to-use interface. Smart thermostat features enable you to easily manage comfort as a natural part of your day. Does your business have multiple buildings or locations? Pivot provides the ability to control multiple buildings, so your occupants can thrive in every location. Pivot® Smart Thermostat system now integrates with Tracer® Ensemble® Cloud! This new integration brings the capabilities of an enterprise management system to include buildings that are only thermostat-controlled equipment.
- **Air-Fi® Wireless Communications** A communicating and sensing technology that allows the different parts of a building system, from your HVAC and building controllers, to communicate wirelessly. Cut the wires — and get comfortable with Trane® Air-Fi® wireless.
- **Lighting Solutions** Trane has a dedicated lighting group that provides a holistic approach to procure, design, and implement lighting solutions that maximize energy conservation and save money. HVAC and lighting are two of the biggest energy users in commercial and industrial buildings. Together they consume approximately 52% of a typical building's energy use. HVAC and lighting also have many similarities in their relationship to building occupancy and use, so it makes sense to manage them holistically to maximize energy conservation. Trane's team has overseen the installation of more than \$150 million annually in lighting solutions for a wide range of clients. This massive volume of lighting projects affords Trane the ability to purchase Tier 1 lighting products cost



Trane uses strictly **Tier 1** quality lighting products. Only seven of the hundreds of thousands of lighting manufacturers in the world are considered **Tier 1**.

Most of these products are made in the US, Canada, and Mexico.

effectively. We can integrate lighting to HVAC systems via your Building Automation System (BAS).

- **Controls Solutions for Light Commercial Contractors** Bringing innovative technology and solutions to your customers is more important than ever. Achieve new levels of productivity, energy efficiency, reliability, and preparedness by partnering with Trane.

Trane Design and Analysis Software Tools

- **Design Tools** TRACE® 3D Plus Load Design, Trane® Design Assist™, VariTrane Duct Designer, Pipe Designer are among some of the applications in this portfolio.
- **Analysis Tools** Among 3 applications in this category, TRACE® 3D Plus is our next generation building design and analysis software program that delivers faster, more accurate results through a seamless workflow that closely aligns with today's building process. The latest HVAC systems and controls can be modeled quickly, precisely and with the intricacies of today's many building applications. TRACE 3D Plus is built on the U.S. Department of Energy's EnergyPlus engine and enhanced with Trane's industry leading expertise to help designers validate and interpret projects with confidence and clarity. All of these new features plus a more robust support experience to get you up and running quickly.
- **Selection Tools** Trane's product selection program formerly known as TOPSS™, is now Trane® Select Assist™. Users can now access this flexible and powerful tool on their PC, tablet, or smartphone. Our selection program guides users through the process of configuring Trane equipment to meet or exceed the project specifications.
- **Complimentary Calculators and Charts** Trane software range features a variety of free tools that make your design and analysis tasks easier. These calculators include software to calculate your potential LEED compliance.

Additional Information Advantageous to Racine County

CREATIVE FUNDING

Power Purchasing Agreements

A [Power Purchasing Agreement](#) (PPA) is typically used for renewable technologies or energy-generating infrastructure. This structure is generally considered off-balance sheet and is not debt for the end user. In this structure, Trane would install the renewable, micro-grid, or energy-generating assets and create a long-term contract with the public agency to purchase the power generated by the infrastructure installed. The capital to fund this project is provided by Trane directly or through a third-party financier or owner. The asset would then be offered to the public agency at the end of the contract term in form of a purchase option (fair market value).

This structure is advantageous because it allows the third-party owner of the asset to take advantage of depreciation and tax credits (in the case of renewables). This can significantly lower the total operating cost of the infrastructure, which makes your operating contract less costly. This financing structure is beneficial for public agencies looking to lock in a low and consistent utility rate in exchange for hosting

energy generating assets, supports the public agencies sustainability initiatives, and is owned by a third party.

Energy Services Agreement

An energy services agreement (ESA) is an alternative that has the opportunity to be considered as credit-neutral structure from an accounting point of view. Under an ESA, a customer agrees to make contingent payments based on the energy savings or other contractual allowances realized, rather than a fixed debt-service payment. In this way, the customer is assured that the payment it makes is always less than or equal to the corresponding reduction in operating cost. As a result, there is a neutral or positive impact on your cash flow. Using an ESA assures that there is a direct relationship between the payment and the verified energy savings realized:

- This model leverages third-party ownership of an asset to be eligible for federal and state tax benefits that would not be traditionally available to the public sector
- Structured as a service contract to relieve capital budget burden
- Zero capital outlay
- Zero balance sheet impact
- Payable from operating funds
- Preserves capital and borrowing

Energy-as-a-Service (EaaS)

Similar to an ESA structure, under Energy as a Service (EaaS) model, the project assets are owned by a third party. Trane takes on the performance risk, and the customer pays for the services provided by the project. EaaS is a fee for service model designed for customers to pay per unit of energy they consume subject to the availability of the installed equipment. Much like electricity generated from a solar PPA, efficiency savings from installed equipment such as chillers, boilers, lighting, etc. can be structured much like a Power Purchase Agreement (“PPA”).

The structure is outcome based with the customer receiving agreed upon key performance indicators (KPIs) and savings as applicable, and/or any combination thereof. The customer payments will be reflective of the project performance. Working with the Trane, the SPE sets a certain level of performance. If the performance isn't realized, the Trane will make up any shortfall. At the expiration of the contract, the customer will have the option of extending the contract term, paying the fair market value for the project assets, or returning the project assets to the SPE owner. The abandon in place option is at the discretion of the SPE owner. All these options will be negotiated between the parties.

Public-Private Partnerships (P3)

Under a public-private partnership (P3) model, the customer can assign to Trane or a third-party certain risks that are normally borne by the public owner under a traditional arrangement like a design-build contract. These risks include the design, construction, and maintenance of the project.

This financing arrangement allows the customer to assign construction, performance, and maintenance risks components to a third party, while minimizing financial impacts. This can provide you with an expected and secured annual operating cost over the term of the contract. It will also spell out the end-of-term customer options.

In this public-private partnership, the delivery model requires an agreement between a public owner and a private sector partner for the design, construction, funding, and operations and maintenance of the assets by the private sector partner over an agreed upon amount of time. A P3 normally uses a performance-based methodology for the technical requirements and specifications. This allows the customer an opportunity to leverage Trane's experience and expertise to guarantee a defined level of performance of an asset throughout the life of the agreement. Financing can be a combination of equity and debt.

Under this P3 arrangement, the operations, maintenance, removal, and performance risks are wholly shifted to Trane in order to supply the credit support required by private sector equity providers. Trane can assume complete O&M responsibility with a corresponding assignment of risk, or we can offer operations management supervision –with O&M provided by your workforce with less risk transfer.

ANTICIPATION DISCOUNT PROGRAM

The Trane Anticipation Discount Program can give you the opportunity to add value to your HVAC Supplies by reducing the cost of purchase by making payment prior to shipment. With this program you can reduce your costs while financing the project at an attractive rate, gain immediate order approval and enhance your credit standing.

The Trane Anticipation Discount Program can be customized for each project you are planning, using any Trane HVAC supplies, allowing for variable payment amounts in addition to variable payment dates.

The amount of your final discount is based on a formula that incorporates several factors including payment amount, time of payment, current discount rate and shipping dates.

OPPORTUNITIES FOR K-12 ENERGY EDUCATION

As a leading global provider of indoor comfort systems and services, Trane feels a responsibility to educate students on the importance and benefits of energy efficiency. Trane has several educational opportunities for school administrators:

The BTU Crew™

Trane's **BTU Crew** is an educational program that teaches kids easy ways to save energy. The program promotes STEM careers by showing students how much fun science and energy can be. When you invest in your school's infrastructure, you invest in your students' futures as well. We can help you create a better learning environment where the school becomes a living, hands-on learning lab and provides relevant program curriculum to round out your student education with practical skills for when they graduate.



Trane provides this feature for one building at no cost. Trane's educational emphasis:

- Teaches students of all levels the basics of energy
- Creates passion for a future career in science, technology, engineering, and math (STEM)
- Engages students in decisions impacting their school's energy use
- Builds real-life skills in technical education with industry-recognized certifications

Promotes an Early Interest in Energy and STEM

Studies show that kids can develop life-long preferences at an early age. By the fourth grade, one-third of boys and girls have lost an interest in science. By eighth grade, almost half have lost interest or deemed it irrelevant to their education or future plans.

That's why Trane's educational offerings begin early in a student's life. The BTU Crew™ encourages interest in STEM, and helps students learn how to increase energy efficiency. The BTU Crew™ is:

- Interactive and engaging
- Customizable and adaptable
- Available in Grade 4+ and Grade 8+ versions

Provides Hands-On Learning Through Digital Solutions

Easy-to-use interactive digital tools give students an engaging, visual way to learn the concepts of energy efficiency and sustainability by understanding the energy use in their own school. Students can design the dashboard metrics and track results toward energy and carbon footprint goals, giving them a deep understanding of the dynamics of energy – while advancing their analytical and problem-solving skills.

Students Gain Knowledge on Energy and Learn How to Make a Difference

Over the course of six lessons, your students will learn about energy, energy efficiency, careers, and ways to act.

- **Energy 101:** Students learn about energy, energy transformations and energy usage.
- **I Spy...Energy Efficiency:** Students learn what energy efficiency means and how to be energy-efficient through hands-on experiments.
- **Careers:** Students learn what different types of engineers do, specifically concerning energy usage.
- **Energy Audit:** Students conduct a preliminary energy audit of their school using Trane's web-based tool to view real results.
- **What's Our Energy Score:** Students analyze the results of the energy audit.
- **Expand the BTU Crew™:** Students act by presenting findings or writing a letter to a local legislator.

NC3 – The National Coalition of Certification Centers



Trane is a proud sponsor of **NC3**, a national network of educational institutions working with industry, trade, and professional organizations to develop and implement industry driven, portable certifications. Trane’s NC3 initiatives focus on technical education and workforce development in the HVAC and energy efficiency sectors. NC3 provides curriculum and associated certifications that high school students can earn.

These certifications are designed for integration into an existing technical program to enhance what is already being taught. NC3 certifications can be applied across several different industries, therefore creating flexible, stackable, and relevant credentials to students and a wide variety of employers.

Integrating industry certifications into an academic course combines the best of both worlds by enhancing teacher skills, delivering the professional development that technical educators look for, and providing students with more opportunities and relevant job-ready skills.

NC3 National Signing Day

NC3, working with companies like Trane, also delivers innovation – an example being NC3 National Signing Day. This is where students, many of whom are in their last year of high school, are recognized at their chosen Technical College like how athletes sign letters of intent for Division I colleges. In this case, students are recognized for choosing to pursue a technical education.

Trane has many capabilities that make us different than our competition. We work with our education partners to strategically use everything that Trane has in our portfolio of services. Detailed on the following pages are just a few of the offerings that Trane feels would interest to school districts.

We Will Help You Spread the Good News

Trane regularly collaborates with our customers to promote projects, milestones, and results – with customer consent, collaboration, and approval every step of the way. We work with our customers to determine what, when and how to promote milestones that mutually benefit both parties and showcase a shared commitment to innovation, energy efficiency and sustainability. Sample promotional opportunities include:

- Social media posts
- News releases on key project milestones
- Joint events and speaking engagements
- Written or video case studies
- Website or annual report feature
- Customer awards and recognition

We also regularly honor customers that demonstrate the highest levels of commitment to energy efficiency and sustainability through our customer awards program, which includes our Energy Efficiency Leader Award and Climate Stewardship Award. Promotional elements for recognition vary based on customer preferences, but often include some combination of an employee or public event / award presentation; written and video case studies; news release; building tour; media outreach; and social media posts and internal employee communications.

Here are a few examples of publicity that have resulted from similar projects.

River Trails Elementary School, Mount Prospect, IL



Daily Herald
Suburban Chicago's Information Source

River Trails District 26 honored for sustainability efforts

Daily Herald report Updated 10/19/2021 10:15 AM

River Trails Elementary School District 26 in Mount Prospect recently received a Reducing the Energy Intensity of the World Award for its sustainability commitments, including a significant reduction in energy consumption at its facilities, officials announced this week.

The award from Trane Technologies coincided with the christening of the newly renovated Prairie Trails School, Mount Prospect's first net-zero energy consumption facility. Net-zero energy consumption buildings use a total amount of energy annually that is equal to or less than the amount of renewable energy created on-site.

Prairie Trails School is on track to save more than \$32,000 a year in gas and electricity costs while offering optimized indoor air quality and reliable, energy efficient performance, officials say. Solar panels, combined with other energy saving design elements, are offsetting the building's annual electricity consumption.

"The renovation of Prairie Trails School was a significant project for our district," said Lyndl Schuster, assistant superintendent for business services. "Not only did we require an upgrade to our facilities in order to best serve our students, we also wanted to remain committed to a districtwide sustainability initiative."

Williamson County Schools, TN



Williamson County Schools
RIGOR • RELEVANCE • RELATIONSHIPS • RELENTLESSNESS

"Because of TRANE, we are paying less today for utilities than we were 5 years ago – and we've added five new schools."



Tommy Little – Williamson County Commissioner
Education Committee Chair



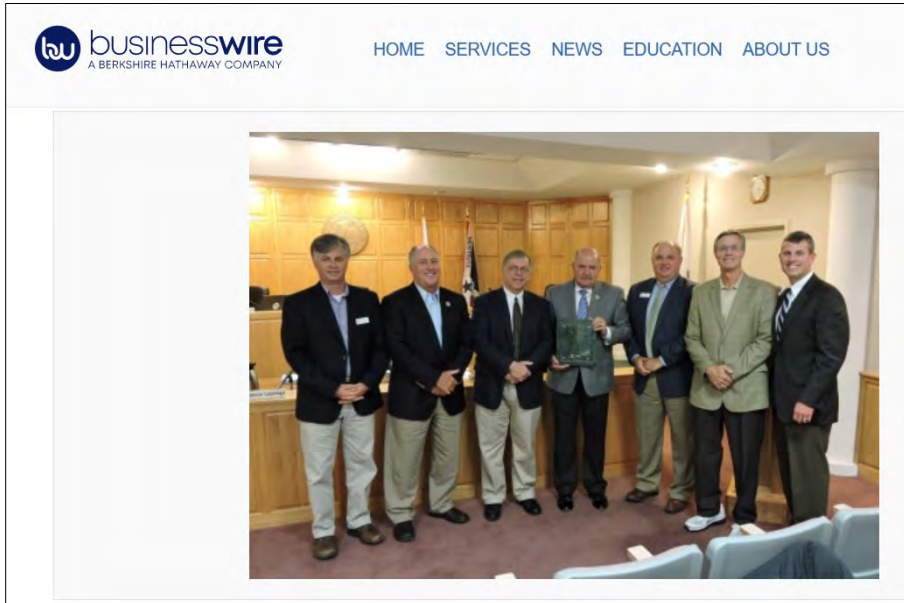
WILLIAMSON COUNTY
Tennessee



[Presentation for Association of County Mayors in , Tennessee, Infrastructure Improvement and Energy Conservation Program funded with Guaranteed Savings – In Tennessee, Aug. 30, 2021, features quote about Williamson County project that Trane completed*](#)

“Because of TRANE, we are paying less today for utilities than we were five years ago – and we’ve added five new schools” Tommy Little, Williamson County Commissioner, Education Committee Chair, Williamson County, Tennessee

City of Vestavia Hills, AL



Trane’s exterior [lighting upgrade](#) for the City of Vestavia Hills, AL resulted in this [web site article](#). Trane presented the City with an Energy Efficiency Leader Award since the project cut energy consumption in NC3 – The National Coalition of Certification Centers

8. References

8. Minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects.

Reference 1: Roanoke City Schools

Company: Roanoke City Schools Comprehensive Solutions and OMNIA Projects

Address: 3601 Ferncliff Avenue NW, Roanoke, VA 24017

Contact Person: Jeff Shawver – Chief of Physical Plants

Phone: 540-853-6306

Email address: jshawver@rcps.info

Description of project:

HVAC Equipment and Products:

- Installation of VRF system at Noel C. Taylor Academy and Fishwick Middle School

- Rooftop unit replacement at Forest Park Academy
- Boiler replacement at Roanoke Academy for Math and Science and Lucy B. Addison M.S.
- Chiller replacement at Roanoke Academy for Math and Science
- Chiller and cooling tower replacement at Lucy B. Addison Middle School
- VFDs on condenser water pumps at high schools
- Gym cooling at Lucy B. Addison M.S., Madison M.S, Garden City E.S., and Westside E.S.

Installation and Services

- Lighting upgrades including energy efficient internal and external LED lighting
- Building envelope upgrades
- Water conservation upgrades

Related Products, Solutions, and Other Services:

- Controls upgrades including Trane Intelligent Services
- Financial services
- Training
- Educational services

Reference 2, City of Mesa Parks

Company: City of Mesa Parks, Recreation and Community Facilities OMNIA Projects

Address: P.O. Box1466 | 4444 | Mesa, Arizona, 85211

Contact Person: Barry Lougheed

Phone: 480-644-3732 (T), 602-350-6322 (C)

Email address: barry.lougheed@mesaaz.gov

Description of project:

HVAC Equipment and Products:

- New Chillers in several different buildings
- New HVAC equipment

Installation and Services

- Turnkey building mechanical retrofits
- Street lighting retrofits
- Closed Circuit TV (CCTV) services

Related Products, Solutions, and Other Services:

- New Trane control systems in 40+ buildings
- Hosted Ensemble
- 3rd party system integrations
- Control system services
- Lighting control systems
- Training

Reference 3: Gateway Technical College

Company: Gateway Technical College Indoor Environmental Quality Project through OMNIA

Address: 1001 S. Main Street, Racine, WI 53403

Contact Person: John Thielen, Director of Capital Projects

Phone: 262-564-2597

Email address: thielenj@gtc.edu

Description of project:

HVAC Equipment and Products:

- Installed Synexis® in-room devices for Indoor Air Quality improvement

The leaders at Gateway Technical College in Southeastern Wisconsin needed to create the best possible learning environment to help their 20,000 students comfortably return to in-person learning for the fall 2021 semester. Administrators wanted to optimize indoor environmental quality (IEQ) at the college's 18 buildings spread across nine campuses. For more information click [here](#).



9. Proof of Performance

a. Services Bidder Can Perform

9. To further demonstrate similar experience and provide proof of performance:
 - a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.

Trane provided service information in the Lines of Business: Trane Services (pages 23-33). Additional information is provided on the following pages.

Below is a list of categories provided under this contract and, by no means, is restricted to just these items. Detailed descriptions of training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades are provided on the following pages.

HVAC Equipment and Products:

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases
- Outsourcing of chilled and hot water by providing plants owned by Trane and leased to the governmental entity
- Adsil coatings as required on all HVAC equipment
- Indoor Air Quality services such as appraisals, filtration analysis and remediation

Installation and Services

- Lighting and retrofits
- Equipment startups and warranty support

- HVAC, refrigeration, and plumbing installation including complete turnkey replacements, new construction, renovation, and new construction projects
- Included are any ancillary labor tasks, related to HVAC, refrigeration, or plumbing installations.
- Predictive maintenance such as oil, refrigerant, and vibration analysis
- Many types of repair services with coverage (full, partial, and preventive) on existing Trane HVAC equipment types as well other OEM brand names and plumbing fixtures and systems
- Remanufacturing services **including Trane's exclusive R'Newal programs**
- All turnkey contracting including engineering, architectural and general contract work as it relates to the HVAC, refrigeration, plumbing requirements, and other mechanical systems
- Municipal services including wastewater treatment plant work, pump stations, and heat transfer systems

Related Products, Solutions, and Other Services:

- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems
- Training-both local and factory providing skill building, educational programs, and certifications
- System commissioning and reporting analytics
- Many types of monitoring such as man-in-attendance, BAS remote monitoring and Intelligent Services
- Maintenance services including full and preventive maintenance contracts including time & material contracts
- Equipment modifications as it relates to either a new construction or retrofit project including custom fabrication
- Filter change outs, contract maintenance and over the counter sales
- Warranty services and extended parts and labor warranties
- Air and water balancing
- Building Automation analytics and Energy Optics programs
- Financial services such as leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.
- Site surveys of existing facilities
- Rental HVAC equipment from Trane Rental Services
- System analysis of existing facilities including modeling and payback analysis
- Project management services such as contract managing and analysis of bids and budget prioritization
- Long range school planning and facility audits
- Data management services of existing facilities via ComfortSite
- Estimating resources for budgeting of projects
- Engineering and architectural services such as MEP, structural and civil
- Contracting for packaged enhanced solutions
- Facilities Management program
- Airport HVAC systems including localized jet-bridge air conditioners

TRAINING

Trane offers a variety of training programs to choose from. These can be conducted at your location, at a nearby Trane office, at our national training centers, or through training manuals. We can include any combination of these resources, depending on your preference.

Select the Training Method That Works for You



On-Site Training
(your facilities)



Office Training
(Trane local office)



Trane University
(factory training)



Air Conditioning
Clinics (manuals)

Our course instructors have strong controls and HVAC service backgrounds. They draw on the expertise of Trane applications engineers, product engineers, technical support engineers and product development teams to provide the best training possible.

On-Site/Virtual Training

This training is designed around applications specific to your facilities. Examples include:

- System training to understand chillers, dehumidification, and rooftop variable air volume units.
- Controls training to obtain the best performance from your building automation system.
- Boiler plant efficiency and maintenance, lighting, and water conservation measures.
- Shadowing Trane technicians while we provide contracted maintenance services.

Office Training

Trane can customize training for your employees at our offices. This includes the material covered in our Trane University courses listed below.

Trane University

Trane University offers Building Systems and Controls training in St. Paul, MN and Technical Service training in La Crosse, WI. These courses also can be conducted at Trane offices throughout North America. In either case, our instruction will further advance your staff's understanding of systems and the interaction between various components. Well-trained facility managers and technicians will minimize service costs by efficiently identifying and correcting problems.

- ***Building System and Controls training*** offers a comprehensive portfolio of technical courses to help you effectively monitor and coordinate your HVAC equipment and systems using your Trane building automation system. This will be provided by the Controls Vendor, CSO as referenced below.
- ***Technical Service training*** offers factory training for commercial systems service, maintenance, and operation. These courses are designed to increase technician competence and confidence when servicing HVAC and controls systems.

Trane A/C Clinics

Trane has developed several training manuals to support our in-person training efforts, including an A/C Clinic. This comprehensive course covers the fundamentals of heating, ventilating, and air conditioning. Each clinic includes a student workbook, with corresponding quiz questions/problems.

START-UP AND COMMISSIONING SERVICES

Trane has a strong local presence, and we service what we install with our own service technicians. Trane follows a process called Contracting to Service Transition, where the local Trane technicians' part of the start-up and commissioning so that they are prepared to support the facility once implemented. Our strong local presence and this process using our own service technicians allows us to have the fastest possible response times when a need for service should arise. In addition to providing on-site service from our local team, Trane local remote monitoring capabilities and can leverage the data that we gather with the knowledge of the Trane technicians and account team that are responsible for your facility. This approach adds to Trane's ability to provide fast and proactive service, at times identifying and starting to resolve issues prior to the customer knowing about it. Trane's maintenance services include:

- **Elite Start Services** – Give your new system the assurance of optimal performance and a long-life cycle
- **Repair Services** – Trane technicians can service all brands and types of HVAC units
- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance
- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

INSTALLATION

A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities at the project site in accordance with the design, costs, schedule, safety protocols, and QC process. The PM leads and manages the installation team, including subcontractors, and is responsible for Project Schedule. Trane has a nationwide resource pool of 133 construction managers available to provide support to the assigned PM.

MAINTENANCE

To help optimize the performance of your building systems, our service technicians and other professionals will assist at whatever level you desire. Whether you're installing new equipment, maintaining an existing system, or completely upgrading your infrastructure, we can provide the expertise to match your specific needs.

Choose from among the following services

- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance

- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

Scheduled Agreement

Under our Scheduled Agreement offering, factory authorized service technicians perform the periodic maintenance required to keep your systems operating at their peak, so you no longer must plan, schedule, or manage routine maintenance. We are fully trained to perform maintenance on Trane HVAC equipment and other brands within your facilities.

Under a Scheduled Agreement, your building systems are maintained by our knowledgeable service technicians using Six Sigma maintenance procedures to deliver the highest level of quality. Clients often experience lower maintenance costs under a Scheduled Agreement because impending equipment failures can be identified and resolved before they become major problems.

Select Agreement

With a Select Agreement, you receive all the benefits of a Scheduled Agreement, plus parts and labor coverage for maintainable equipment selected by your team – and approved by Trane.

We will work with you to select the major components and systems in your facility that you want Trane to maintain. We cover the cost of repairing your systems or replacing the pre-selected components, should they fail. We will help you consider acceptable performance ranges, reliability, and risk tolerance to determine the level of coverage you require for your HVAC maintenance needs.

Remote Diagnostics

Quickly detect failures in your building with round-the-clock monitoring from the Trane Intelligent Services center, where our building professionals provide support 24 hours a day, 365 days a year. Beyond alarm detection, Trane building professionals with deep industry expertise analyze each incoming alarm and initiate action to resolve the issue, thereby maintaining efficiency and peak performance. The ability to address some problems remotely can reduce the need for service calls – and the amount of time your staff spends on facility-related problems.

TURNKEY SERVICES

Trane creates comprehensive solutions based on a thorough understanding of your business goals as well as your infrastructure needs. With our full knowledge of the interrelated workings of your building or buildings, we can recommend adjustments in equipment and services for maximum efficiency and cost-savings. We call this corner-to-corner approach Turnkey Contracting Services.

Even before you sign a contract, Trane ranks your building's performance to see how it compares to your competitors'. Because we are the largest OEM of HVAC equipment, we have a global database of information regarding thousands of installed systems— including buildings belonging to other organizations in your industry. We can measure how your building stacks up with a roughly apples-to-apples comparison.

Once you've contracted for Trane Turnkey Services, we customize project solutions to fit your unique operational and performance needs. An environmentally sensitive industry such as biomedical engineering, for example, may demand carefully managed temperature, humidity, air particulates or air filtration. Our solutions may also include:

- Mechanical, electrical, lighting systems specifications, retrofit and optimization
- Building lifecycle planning
- Total cost of ownership reduction through energy-saving system specifications and operating cost optimization
- Addressing environmental and operating cost concerns through enterprise energy management systems including:
 - On-site generation
 - Water conservation
 - Energy purchasing options
 - Renewable technologies
 - Code and regulations compliance
 - Ongoing maintenance and repair

With Trane Turnkey Contracting Services, you reduce energy and operating costs while maintaining efficient operation.

PROJECT APPROACH TO INDOOR ENVIRONMENTAL QUALITY (IEQ)

[Wellsphere™](#) from Trane is a holistic approach to building wellness. It addresses the four elements of indoor environmental quality (IEQ):

Air Quality

Improving indoor air quality (IAQ) is one of the most effective ways to address airborne health risks in your building. Indoor pollutants can be invisible to our senses, yet harmful to our health and productivity. Trane can perform an IAQ assessment of your facilities and fully vet the three solutions that Trane currently supports:

- Ultraviolet lamps in ductwork
- Synexis (dry hydrogen peroxide gas)
- Dynamic air cleaners.

Thermal Comfort

Create an indoor atmosphere that's comfortable and stimulating while balancing your energy efficiency and sustainability needs. When the right HVAC equipment and control strategies are in place, occupants can feel more comfortable and be more productive.

Lighting

The lighting design of indoor spaces can affect peoples' mood, productivity and even the rhythms of their bodies. Today's more intelligent lighting systems have significant potential to improve safety,

comfort, and productivity. By integrating controls over lighting and HVAC, Trane can make it easier to manage more of what is happening inside your building—from one easy-to-use user interface.

Acoustics

Good acoustic design can enhance concentration and focus by eliminating noise, improving sound privacy and much more. Trane is an industry leader in providing accurate, comprehensive acoustical data for our products and system designs within the building context. Quiet products are only the beginning of Trane's scientific approach to building acoustics.

REPAIR SERVICES

Chances are your facilities have HVAC and controls systems from several different manufacturers. Trane technicians are proficient in servicing all brands and types of HVAC and controls systems. These are among the comfort systems that our local technicians maintain, repair, or replace:

- Air filtration and air handlers
- Chillers (air-cooled and water-cooled)
- Chilled water and condenser water pumps
- Controls (digital and pneumatic)
- Cooling towers and evaporative coolers
- Condensing units
- Fans and humidification
- Motors and motor starters
- Rooftop and unitary HVAC units (electric and gas-fired)
- Variable frequency drives

Knowledgeable Trane technicians will troubleshoot your equipment using data compiled from experiences with clients around the world. They are trained to look beyond the immediate problem by also identifying weaknesses or potential areas of unreliability.

Rentals

If you need temporary cooling or other equipment during a retrofit, we have the resources in place to quickly deliver a solution. Trane Rental Services has been providing temporary equipment solutions for more than 25 years. Our fleet includes Water- and Air-Cooled Chillers, Package Air Conditioning Units, Air Handling Units, Diesel Power Generators, Oil-Free Compressed Air, Heaters, and ancillary equipment to support our customers.

You will have access to 24/7/365 customer service, equipment monitoring and technical support. With 25 locations in the United States and Canada, **we can deliver temporary equipment solutions to every major metropolitan market within hours.** In addition to providing solutions for emergency needs, we can also help customers with their seasonal supplemental needs, planned shutdowns and special events.

LEASES

Trane's Financial Services includes leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.

EQUIPMENT UPGRADES

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems.
- Lighting & retrofits
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases.

OTHER SERVICES

- **Energy Services** - Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **System analysis** of existing facilities including modeling and payback analysis
- **Design Build Contracting** for upgrading and improving efficiency within municipal infrastructure including but not limited to city buildings, wastewater treatment plants, conveyance systems, water treatment facilities, metering system, and lighting, etc.

PRODUCTS AND BRANDS SUPPORTED BY TRANE

- Identify the manufacturer products/brands the Bidder can service and support.

While Trane is the industry expert on Trane equipment, we service all brands and most models of HVAC equipment. Trane technicians are sent to other competitive OEM schools across the industries (Carrier,

York, etc.) for certification. Trane is a vendor-neutral company with experience installing, maintaining, and repairing a variety of products and brands including:

Products – water-cooled chillers, air-cooled chillers, air handlers, boilers, pumps, piping, cooling towers, VAV systems, variable frequency drives, constant volume systems, building energy management systems, roof top unit air handlers, make up air unit air handlers, VRF and ductless systems, building automation systems, all heating and cooling valves, air balancing, back flow/cooling/heating valves, heat exchangers, and refrigeration.

Brands – AAON, American Standard, Amana, AO Smith, Artichill, Aurora, BAC, Bard, Bell and Gossett, Bosch, Bryant, Carrier, Coleman, Daiken, Desert-Aire, Distech, Edpac, Energy Logic, Evapco, Honeywell, Hydrother, Ingersoll-Rand, Johnson Controls/York, Lennox, Liebert, Lochnivar, Marley/Evapco, Marvair, McQuay, Mitsubishi, Multistack, Paco, Patterson-Kelly, Pool Pac, Raypack, RBI, Trane, and Vertiv.

MINIMUM WORK CREW

- Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.

The minimum work crew is addressed based on project type. All contracting jobs will have a project foreman (typically lead mechanic) fluent in English that has the authority to act on behalf of Trane. Each site will have at least one journeyman assigned.

SUBCONTRACTOR SELECTION

- Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.

Trane utilizes our Subcontractor Qualification Process to formalize screening. The standard request for proposal (RFP) process includes a two-step process of pre-qualification that is managed via ApprUV (<https://appruv.com>). Prequalification criteria includes financial stability, licenses, small business certification, resource capacity, skillset, work quality, safety rating, and legal standing. Evaluation criteria defined in the solicitation will be used to support best value selection.

All potential subcontractors complete Trane’s Contractor Qualification Statement. Our Project Manager (PM), Quality Control (QC), and Environmental Health and Safety (EH&S) Specialists complete a Contractor Evaluation Form for the screening and final selection process.

Upon completion of the subcontractor qualifications, Trane follows the steps listed below to ensure best value:

- **Bid Packages:** Bid packages are prepared by the PM with support from Development Team engineers. The bid packages describe the scope of work to be performed, drawings and sketches, the nature of the bid (i.e., design build, no change order), and the bid response format (e.g., required detail, taxes, bonds).
- **Separate Walkthroughs:** Subcontractor site visits are a prerequisite. Whenever practical, we conduct separate walkthroughs with each contractor, rather than in large groups to increase engagement and questions.

- **Multiple Bidders:** Trane solicits pricing from a minimum of three subcontractors for most scopes of work. We carefully review the list of subcontractors available, acknowledging those with proven history with Trane and our client. We then compare them to the requirements to assure they are the best subcontractors for the project.

Trane keeps tight cost controls through close oversight of subcontractors and monitors performance and quality control through onsite supervision, quality inspections, and cost and schedule progress reporting. Subcontractors participate in weekly and monthly project review meetings, and daily work progress reports showing hours worked and activities completed are required. Trane has Equipment Engineers on staff in our sales office who work with the local design engineering community daily, and these same engineers will be working with the designers for the optimal selections on Trane equipment, as well as non-Trane equipment needed for the project.

TESTING, ADJUSTING, AND BALANCING

- Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.

The purpose of testing, adjusting, and balancing (TAB) is to assure that an HVAC system is providing maximum occupant comfort at the lowest energy cost possible.

Pre-planning for TAB work includes making certain that all the necessary parties and individuals to conduct the work are onboard. The type of building and systems to be tested and a realistic evaluation of what skills the TAB technician possesses are key planning elements.

- Often, a controls specialist will be needed to operate the system for the TAB technician.
- The representatives from the original equipment suppliers may be needed as a resource, at a minimum, but for complex equipment and systems or in a new building startup a manufacturer's representative may be required at the site to operate the mechanical equipment.
- If the building has a facilities manager that individual is typically the most important participant with which the on-site TAB technicians will work. Facility managers have a substantial vested interest in ongoing customer satisfaction—the people who work or live in the building are actual end- use customers—and their satisfaction will ultimately be the key measure of success.

Occasionally, a system cannot be balanced or made to perform in accordance with the contract's design specifications regardless of the number of balancing dampers or valves that can be installed.

Competent TAB technicians should be prepared for this possibility and work with the appropriate individuals to formulate recommendations as part of the final TAB report.

It should be made clear that the TAB work is not "commissioning." Most commissioning services are completed by firms having technicians experienced with each of the individual building systems—HVAC, lighting, plumbing, electrical, and security systems.

Commissioning services for any new building construction or renovation are intended to verify all the above systems—operate properly and meet performance criteria.

Commissioning also includes the testing of all building controls for each mode of operation to verify all systems are being sequenced correctly with each other and that all interlocks are functioning. The commissioning agent must document the results of each equipment test performed as it is completed.

These firms will usually subcontract the services of an independent TAB contractor to verify HVAC system balancing as part of their more inclusive commissioning contract.

New Buildings

Testing, adjusting, and balancing of all HVAC systems in a new building is needed to complete the installation and to make the system perform as the designer intended. Assuming that the system design and installation meets the comfort needs of the building occupants, testing, adjusting, and balancing of the HVAC system fine tunes occupant comfort levels while keeping energy use to the lowest level possible. This is extremely important in this era of rising energy costs.

It is important to make sure that all factory equipment startup service has been completed before beginning any TAB work. Most specifications on new building construction usually require a factory representative to be present during the initial startup and adjustment of the mechanical equipment—central boilers, chillers, large variable-speed motor drives, and cooling towers. This initial equipment checkout is also usually required to activate the factory warranties and is not part of the TAB contractor's responsibility. After this initial startup service has been completed, the TAB contractor should be informed that the systems are operating properly, that all safety interlocks and protective devices are functioning, and the systems are ready to be balanced. The TAB phase of any building construction or renovation is intended to verify that all HVAC water- and airflows and pressures meet the design intent and equipment manufacturer's operating requirements. It is rare to find an HVAC system of any size that will perform completely satisfactorily without the benefit of final adjustments. Therefore it is considered a "best practice" for the designer to specify that TAB work be part of the overall HVAC system installation.

Existing Buildings

There are few buildings in existence that have not experienced changes in internal loads and space layout changes since they were designed and built. These buildings should periodically have their HVAC systems rebalanced to achieve maximum operating performance, efficiency, and comfort.

The TAB Technician

TAB technician designates the person in charge of the TAB work being done on the HVAC system. TAB procedures on a complicated HVAC system require that the TAB technician must be a well-trained, highly skilled, and knowledgeable individual. This person must know the fundamentals of airflow, hydronic flow, refrigeration, and electricity and be familiar with all types of HVAC temperature controls and refrigeration systems. They must also know how to take pressure, temperature, and flow measurements and be able to perform effective troubleshooting.

The TAB Team

There are TAB jobs that can be done by one person. However, many HVAC systems need a TAB team to complete the TAB work efficiently and in a reasonable time period. It is equally important that the other members of the TAB team be trained and knowledgeable in the basic fundamentals and procedures of TAB work.

Energy Costs and Occupant Comfort

TAB work conducted on existing buildings will often hold opportunities for the attentive TAB technician to identify additional equipment or work for the system being balanced that will increase occupant comfort and decrease building operating costs. An obvious example would be the replacement of single-speed electric fan motors with newer computer-controlled equipment that can more closely follow the required airflow needs over the changing seasons and load variations. Variable-speed electric motors are a relatively new product and the older the building the greater the likelihood and potential for energy-saving and comfort-enhancing opportunity. In some instances, variable-speed motors may consume just 15% of the electricity on an annual basis as an older single-speed motor.

Another example would be when the TAB technician is asked to provide a rebalance of an individual zone due to shifts in internal use. Often, this is a good opportunity to examine the benefits of a complete review of the building's mechanical system and possibly provide complete-building TAB services. Also, changes in one building zone will often result in changes throughout or at least in other parts of the building.

TAB Instruments

Airflow Measuring Instruments

- Manometers—Used to measure pressure drops which can be translated into flow rates. Available in tube types, both U-Tube and inclined-vertical use a fluid in a tube to represent the difference in pressure between two points.
- Digital manometers—Can provide very accurate readings at very low-pressure differentials, such as across air filters and expansion cooling coils. Can automatically adjust for barometric pressure, store readings with recall in average or total numbers, and some can provide additional functions such as temperature measurements.
- Anemometers—Available in several configurations—rotating vane, deflecting vane, thermal—and used primarily to measure air velocities at registers, grilles, hoods, coils, etc.
- Flow measuring hoods—Directly measures CFM of air distribution devices.

Temperature Measuring Instruments

- Glass tube and dial thermometers—Measurement of air and fluid temperatures
- Thermocouples—Measures surface temperatures
- Psychrometers and electronic thermo-hygrometers—Determines relative humidity.

TAB Reporting Forms

The proper use of a consistent set of reporting forms assures that TAB work is being done in a systematic manner that produces documented test results that can be easily understood. The following list is an example of forms with a brief description of each to illustrate the steps in the TAB process. Each project may require fewer or more forms and steps depending upon the TAB project goals and the system complexity. Forms include:

- **System Diagram**—A schematic that depicts the system to be tested, its major components, distribution system sizes, the quantities of flow, the location of regulating devices and terminal units and other relevant data.
- **Apparatus Test Report**—Provides details of actual measured flow rates, motor loads and other information that will be useful to compare design to actual system component performance.
- **Coil Test Report**—Used to record performance of chilled or hot water, steam, DX, or other types of energy exchange coils.
- **Gas/Oil-Fired Apparatus Test Report**—Tracks performance of unit heaters, furnaces, and boilers for use in comparison and as a supplement to factory-provided data.
- **Duct Heater Test Report**—Provides documentation of airflow rates across electric furnaces and heater coils and verifies min./max. airflow rates as per required by manufacturers.
- **Duct Transverse Reports**—Used as a worksheet for recording velocity pressures in a prescribed manner to determine actual airflow for duct— round and rectangular.
- **Air Outlet Test Report**—Provides documentation of preliminary and final air distribution devices and possible reasons for deviations from design.
- **Terminal Unit Test Report**—Used to check and document the performance of terminal units.
- **Major Equipment Test Reports**—Each major mechanical HVAC device that is present and part of the TAB project—Chiller/Packaged HVAC/Compressor/Condenser/Cooling Tower/Pump/Boiler—is tested and the results recorded according to industry-recognized procedures. Specific test requirements may be requested for any major component to verify operating performance or efficiency.
- **Instrument Calibration Report**—Documents the tested accuracy of the instruments used to conduct the TAB project.

RELEVANT CODES AND STANDARDS

- **Energy Systems Analysis & Management**—Presents an updated level of technical information necessary for energy conservation and retrofits of today's commercial facilities. This new manual provides building owners, facility managers, contractors, and system designers with the tools needed to evaluate an existing facility for energy savings potential. Items of special interest include performance contracting, CFC refrigeration regulation, and new automation system open protocols. Other topics covered include HVAC heat recovery, energy auditing, operation and maintenance, and indoor air quality.
- **HVAC Systems - Commissioning Manual**—A practical how-to guide for contractors, owners, and engineers interested in learning about commissioning for new buildings and re-commissioning for existing buildings. Separate chapters are devoted to the different levels of commissioning, including b g basic, comprehensive, and critical system commissioning. A thorough explanation of re-commissioning leads one through the preliminary investigation, survey and documentation phase, the design and installation of system modifications, and the actual re- commissioning test.

- **HVAC Systems - Testing, Adjusting, & Balancing**—Presents the basic fundamentals, methods, and procedures, including the necessary tables and charts, to adequately balance a complete HVAC system. A tutorial on air and hydronic systems as well as equipment performance and operation, this comprehensive text covers motor operation, fan curves, pump curves, and fluid flow losses in ducts, fittings, pipes, and air terminals. In addition, variable frequency drives, direct digital control systems, lab hood exhaust balancing and the latest balancing equipment and procedures are presented.
- **TAB Procedural Guide**—The TAB Procedural Guide is intended for trained TAB technicians to assure that the appropriate procedures are employed in an effective manner. This new publication includes general as well as specific guidance for both air-and water-side HVAC system adjusting and balancing. Variable air volume, multi-zone, dual duct, and exhaust air systems are examples of the systems specifically covered and time-saving forms are included for precise record keeping during the conduct of a TAB project. The guide assists TAB technicians with preplanning and establishing teams so that energy use is minimized whether the work is done in new or existing buildings.

COMMISSIONING PLAN

- Describe Bidder’s company’s process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.

This Commissioning Plan establishes the framework for how commissioning will be handled and managed on a given project and custom to that project’s Scope of Work. The commissioning process is applicable anytime Trane performs work, either in a primary contracting capacity or as a sub-contractor within the projects’ delivery model. The commissioning planning process begins with a kick-off meeting to determine the project’s scope, breadth of work, participating trades, timelines, etc. At this meeting, the Trane Project Manager (PM) in conjunction with the Customer Agency will discuss the commissioning process, schedule, team and team member responsibilities, communication structures, and develop a general description of the systems to be commissioned. The Commissioning Plan is custom to the project’s unique Scope of Work. A Commissioning Plan typically includes the following and takes place well before equipment is ordered or work begun, which could be weeks or months prior to the project’s completion:

Introduction	Purpose and general summary of the Plan.
General Project Information	Overview of the project, emphasizing key project information and delivery method characteristics.
Commissioning Scope	The commissioning scope including which building assemblies, systems, subsystems, and equipment will be commissioned on this project.
Team Contacts	Project specific Commissioning Team members and contact information.
Communication Plan & Protocols	Documentation of the communication channels to be used throughout the project.

Commissioning Process	Detailed description of the project specific tasks to be accomplished during the Planning, Design, Construction, and Tenant Occupancy Stages with associated roles & responsibilities.
Commissioning Documentation	List of commissioning documents required to identify expectations, track conditions and decisions and validate/certify performance.
Commissioning Schedule	Specific sequences of events and relative timeframes, dates, and durations.

TRANE'S APPROACH TO PREVENTATIVE MAINTENANCE

- Describe Bidder's company's scope of work for preventative maintenance work.

Trane's service team members use specific software and standard processes in place to schedule service calls, complete preventative maintenance, invoice jobs, and track inventory. With a comprehensive range of service capabilities and in-house expertise—delivered by an extensive service network always on call—Trane delivers the most reliable and cost-effective performance from day one. Once a Service Agreement is in place, Trane technicians will complete field reports that include all recommendations for maintaining a high-performance facility.

Trane's Preventative Maintenance program typically consists of four quarterly site visits: with one annual inspection and three routine inspections. The number of site visits can vary according to the system needs. By planning ahead and addressing maintenance needs on a systematic, scheduled basis, customers can virtually eliminate unplanned downtime and save a lot on repair costs. As maintenance tasks are performed, technicians record and detail each asset's condition to determine the appropriate timeframe for an inspection, cleaning, lubrication, any calibration, or adjustment, including possible part replacement.

The work performed is recorded electronically via technician's mobile device. The data is stored and backed up on a secure data network. At completion of the work, customers receive an electronic report of the tasks executed. In addition (for service agreement customers only) work reports can be accessed on a Trane customer portal (<https://mybuilding.trane.com>).

We're fully trained, using proprietary Six Sigma maintenance procedures, to service both Trane HVAC equipment as well as that of other brands.

Trane's industry exclusive service flow process includes detailed, documented procedures that identify steps for: safety, sequence of execution, quality control, work validation, parts, materials, tools, and environmental compliance. Where applicable, **Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.**

To prolong an asset's useful life and lessening the likelihood of failure, Trane offers a preventative approach that can leverage predictive technology as well as regular monitoring of your HVAC operations. Our standard Preventative Maintenance package involves planning ahead and addressing maintenance needs on a systematic, scheduled basis. However, we can add value with optional state-of-

the-art add-on services — such as Predictive Service, Active Monitoring, Critical Systems Audit, or Rental Reserve.

Trane’s overall approach to Preventative Maintenance revolves around 7 Service pillars:

Knowledge Transfer

Work performed on your equipment will be documented by our technician and reviewed with you at the completion of each service visit. Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities. Concurrent with annual start-up, the dedicated Trane Technician will instruct your Facility staff on how to operate the equipment covered by the agreement.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions — as specified in both AHRI (Air Conditioning, Heating and Refrigeration Institute) and ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers). Trane then backs up this performance with the industry’s premier warranty and service support to ultimately provide the best value for each customer. Within the controls and automation teams, for example, Trane has adopted the mantra of “no bad jobs”. This business mindset is prevalent throughout Trane — from the factory to the field sales office. Trane products have utilized several such initiatives to provide cost saving areas for customers. For example:

- **ICS (Integrated Control Systems).** The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System (BAS) in place, Trane can provide our BAS system **at a packaged program price.**
- **D.F.T. (Demand Flow Technology).** A mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Technology

Scheduling, Service History — ComfortSite

[ComfortSite](#) — our web-based asset management system — is used for scheduling of Service calls and provides customers with free access to their Service history, technical reports, parts identification tools, product literature and other relevant information. In addition to these options, ComfortSite also enables owners to manage local parts inventory and equipment replacement plans. ComfortSite offers these advantages:

- Asset and maintenance management software
- 24/7 internet-based access
- Trane enters HVAC equipment data

- No software integration or process changes required
- Ability to enter non-HVAC equipment into the database
- Multi-level username and password access
- Multiple output file formats available for upload

Chiller Plant Optimization

Chiller Plant Optimization validates that the chiller plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability, and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy



Implementation:

- Review chiller plant control parameters and search for inefficiencies in cycling and staging
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications

Predictive Service

Trane will analyze the condition of your HVAC equipment to detect physical conditions that can lead to system inefficiencies and catastrophic failures. Early detection by Trane Field Service Technicians enables you to arrange maintenance procedures and overhauls during planned downtime instead of experiencing unplanned system outages and emergency repair delays and costs.

- Infrared Thermography
- Combustion Testing
- Vibration Testing
- Eddy Current Tube Testing
- Ultrasonic Testing other than tubes, bearing, etc.
- Air Quality Monitoring
- Air Balance
- Water Balance

Energy Performance

Energy Performance provides real-time energy monitoring, displayed through a set of online dashboards and tools, to reveal where and when a building consumes energy. It provides the ongoing, real-time insight that's needed to drive measurable results. This advanced cloud-based building energy management system (BEMS) service provides visual tools and analytics that uncover hidden causes of

energy waste. Energy Performance pairs advanced technology with the extensive expertise of Trane building professionals who recommend energy conservation measures (ECMS) based on building data.

Advantages:

- Leverage spectral analysis to visualize energy usage or demand over a select period
- Monitor building performance and view progress on sustainability goals using intuitive dashboards
- Access analytics to identify times of excessive energy consumption
- Report and track the ongoing improvements gained by proactively managing your building



Implementation:

- Cloud-based building energy management system provided through Software as a Service (SaaS)
- Access to online dashboards, reports, alerts, and trending tools
- Interpretation by technical specialists
- Real-time energy data monitoring and aggregation from multiple sources: utility meters, sub-meters, sensors and building automation system all linked to your local energy costs to track your energy spend more accurately
- Software support, online help, and documentation
- Site set-up and data

The Environment and Sustainability

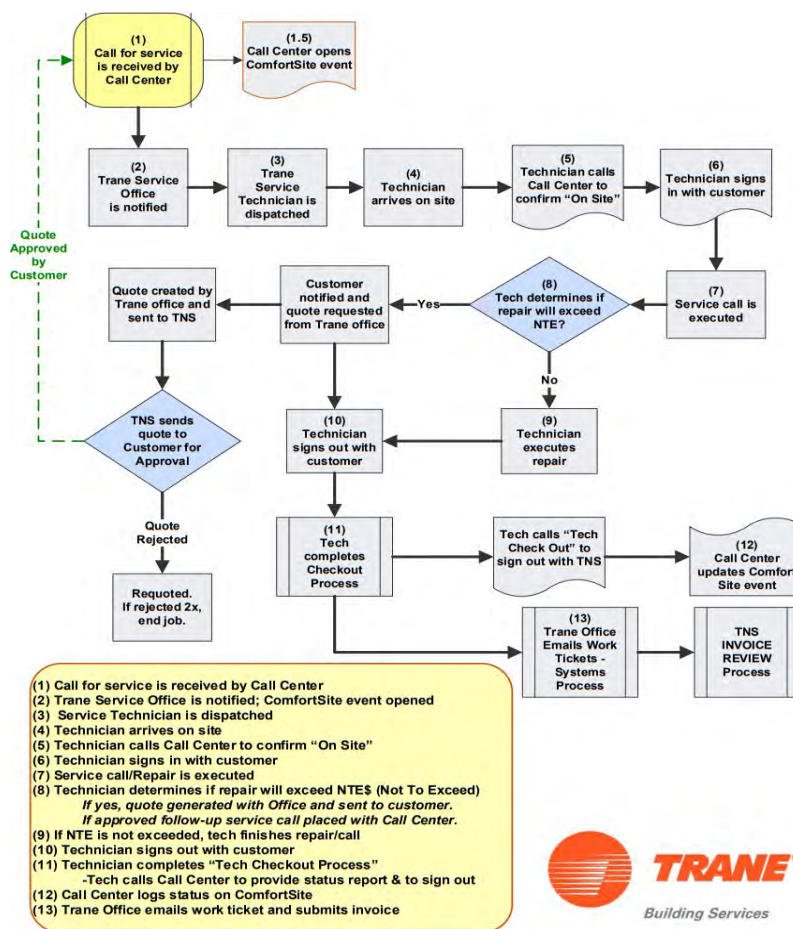
Trane procedures for handling refrigerants are compliant with Federal and State laws and regulations — in respect to the proper handling, storage, and repair of leaks of ozone-depleting refrigerants as well as their substitutes, according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Trane maintains and uses our Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all

refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment and can be used to satisfy reporting requirements. In terms of Oil disposal, we remove used oil from your refrigeration units and dispose of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil, where allowed, and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).

Documented Processes to Safeguard Uniform Service Delivery

All Trane personnel follow documented processes to enable and safeguard uniform service delivery.



Specific Work Steps

The following illustrates Trane’s procedure for each call for service:

Emergency Response within 4 hours — 24/7, 365 days a year

Priority Emergency Response is available on a 24-hour-per-day basis. Trane is able to perform emergency services outside of normal business hours when requested. Each Trane office has its own Emergency hotline for seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five

(365) days per year. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. And our goal is to respond to all emergency calls within 4 hours or less.

Trane's team of Service technicians has a rotational, on-call schedule, and someone is always available to handle an after-hours or an emergency call.

Emergency Parts Service

Trane's Parts order system provides an ability for both emergency and rush orders. This system is unique in that it allows the flexibility of integrating rush orders into the standard order system without disruptions or excessive costs.

The State-of-the-Art Rental Reserve Add-on Service

Whether it's extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, buildings sometimes require equipment to cool an indoor environment on a temporary basis. Trane Rental Services can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations.

Every rental delivers state-of-the-art Trane equipment and expertise. We'll be your one-stop solutions provider when you are:

- Short on time — A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution.
- Short on funds — Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds.
- Risk averse — Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.
- Experiencing temporary spikes — A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

Other Maintenance and Repair (OMR)

If the Technician finds an issue that needs to be fixed, they will communicate that to the customer and record their findings in a report, requesting a quote from Trane — to be approved by the customer ahead of the repair, replacement, or any other maintenance work.

Customers often opt for Trane's exclusive HVAC Rental Reserve program. The Rental Reserve Program is intended to protect against unplanned needs caused by customer's HVAC equipment outages. It is designed to minimize the impact of downtime by providing cooling system redundancy. The program provides year-round availability of rental chiller equipment within a 24-/48-hour notice to Trane — to proceed with delivery and connection of the rental equipment. Included in the price of the add-on option is a customized and executable HVAC rental emergency plan maintained by Trane as well as suitable equipment for speedy connection at the site.

The rental emergency plan provided by Trane would contain a typical chilled water system plan, for example, where we will identify:

- Location, type, and tonnage of the rental chiller;
- Applicable electrical, chilled water, tower water connections as necessary for chiller connection;
- Necessary system upgrades to accommodate the Trane Rental chiller package

Warranties — Workmanship, Equipment

The workmanship warranty (labor portion of the Maintenance Services and Additional Work) is **90 days from the date of completion**. Trane’s obligation under the Warranty is limited to correcting any labor improperly performed by Trane. Defects must be reported to Trane within the 90-day period.

The parts and equipment warranty (the material manufactured by Trane and provided to the customer in performance of the Services) is **12 months from the earlier date of equipment start-up or replacement**. Trane’s obligation under the Warranty is limited to repairing or replacing the defective part at its option. Defects must be reported to Trane within the 12-month period.

Should it be necessary to replace or repair any non-Trane equipment provided by Trane as part of a service to the state, Trane will extend to the Customer the benefits of any warranty Trane receives from the manufacturer.

ADDITIONAL CHARGES FOR MAINTENANCE

- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.

The primary goal of maintenance is to avoid or mitigate the consequences of failure of equipment. This may be by preventing the failure before it occurs which Planned Maintenance and Condition Based Maintenance helps to achieve. It is designed to preserve and restore equipment reliability by replacing worn components before they fail. Preventive maintenance activities include partial or complete overhauls at specified periods, oil changes, lubrication, minor adjustments, and so on. In addition, workers can record equipment deterioration, so they know to replace, or repair worn parts before they cause system failure. The ideal preventive maintenance program would prevent all equipment failure before it occurs, however additional charges would apply if these parts were not included up front.

REPAIR AND UPGRADE RECOMMENDATIONS

- Describe Bidder’s methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.

With a comprehensive range of service capabilities and in-house expertise, delivered by an extensive service network always on call, Trane service solutions ensure the most reliable and cost-effective performance from HVAC systems from day one – and on through their complete lifecycle. Once a Service Agreement is in place, Trane Technicians will complete field reports that include all recommendations for maintaining a high-performance facility. Below are descriptions of our service capabilities, from start up through advanced remote monitoring and contingency cooling.

Start Up

Trane Elite Start™ - Commissioning service

Trane Service Engineers validate HVAC installation, following a tried and tested checklist for optimal start-up conditions, verifying, and recording design operational parameters.

Trane Extended Start - Assure the highest level of performance for the HVAC system's crucial first year. HVAC systems are typically sold with a standard factory warranty terms and conditions. Trane Extended Start goes above and beyond the standard warranty to provide eight value-added services which will create a system performance baseline.

Operate and Maintain

Genuine Parts and Repair Services - The right parts and the OEM expertise quickly available. From precision-crafted original Trane items to generic parts, Trane offers a comprehensive parts inventory with 6,500 references to answer quickly to customers' needs. Trane efficient logistics and factory authorized technicians also ensure expert replacements and fixes.

Trane Chiller Health Check Program - OEM chiller performance analysis The reliability and efficiency of a water chiller are directly related to how it is maintained and operated. Appropriate maintenance can help avoid severe malfunctions and costly breakdown. Trane Chiller Health Check Program provides the real time status and performance of equipment and recommends proactive measures to restore a safe, reliable, and efficient operation of chillers.

Trane Service Agreements - Reduce operating costs and optimize equipment life with planned maintenance from Trane. By planning and addressing maintenance needs on a systematic, scheduled basis, your client can save significantly and virtually eliminate unplanned downtime. Trane will help define the service agreements best suited to your client's applications and business needs.

Improve Cost of Ownership

Trane Select™ Contracts - Head off problems before they affect operation Four customizable HVAC service contracts designed to provide operating efficiency, maximize the system life, and help cut costs. From preventive maintenance plans to fully comprehensive solutions, Trane Select Contracts offer fixed costs making them more valuable the longer the contract period. All contracts come with free compressor coverage.

Trane Controls Services - Keeps HVAC settings fine-tuned for optimal performance. Buildings are a complex, inter-related set of systems. Over time, adjustments can change HVAC configurations that were fine-tuned on installation. Trane Controls Services offer four levels of servicing to regularly review the building control system, ensure it maintains its designed comfort level and is always up to date with your clients' current needs – operating as efficiently as possible.

Upgrade and Improve

Trane Care™ Services - Restore the performance of HVAC equipment and maximize its lifecycle. No matter where your clients' equipment is in its life cycle, Trane Care™ will turn HVAC systems into business advantages in terms of reliability, energy, and environment to help their buildings perform at its best and sustain it day in and day out. A Trane Care™ upgrade of HVAC installations will enhance

equipment reliability, reduce operating costs, optimize equipment life, and ensure compliance with environmental regulations.

Advanced Remote Analytics

Trane Intelligent Services - Close remote building system monitoring and analysis of system trends. Trane Intelligent Services provide always-on, automated monitoring powered by a suite of leading technologies backed by Trane's team of technical experts. They give building operators high-end capability to help minimize the occurrence and severity of system failures through early detection of alarms and performance issues. Whether your clients require continuous monitoring and automated notification, monitoring plus an action plan for remediation services, Trane can provide a cost-effective solution to establish critical points, appropriate parameters, actions, and procedures.

Contingency Cooling

Trane Rental Services - Cooling solutions for all temporary needs Temporary cooling needs covered to keep your clients' businesses operational during repair, replacement, or upgrade of the existing systems: from breakdowns to extra seasonal capacity requirements, planned service work, facility renovation, specialty events and more. Trane provides fast, safe, and cost-effective solutions using modern and reliable equipment for all building purposes.

NOTIFICATION OR PERSONNEL IN FACILITY

- Describe Bidder's firm's process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?

The Trane service coordinator notifies customer when Technician is scheduled to arrive. Upon arrival Technician checks in with designated site contact. Upon departure Trane technician reviews work and secures signature from site contact.

b. Ability to Provide Temporary Cooling

b. Describe Bidder's ability to provide temporary cooling/chiller units.

Whether it is extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, businesses sometimes require equipment to cool an indoor environment on a temporary basis. [Trane Rental Services](#) can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations. A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

- **Fast** - Because speed of unit installation can be extremely important to your business, all Trane rental equipment has been fitted with enhancements that save installation time.
- **Safe and reliable** - Whilst getting your system up and running is of utmost importance to your operation, safety and reliability of the equipment provided are equally important. You can depend on Trane modern equipment.
- **Cost-effective** - Whatever the application, Trane can provide a cost-effective temporary cooling solution for your organization until you are able to repair or replace your existing equipment.

Every rental delivers state-of-the-art Trane equipment and expertise. We will be your one-stop solutions provider when you are: Short on time: A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution. Short on funds: Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds. Risk averse: Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.

Rental applications

R'newals, retrofits or replacements

Eliminates the time pressure associated with getting your primary HVAC system back on line. A rental system can provide continuous cooling during equipment change-outs or planned maintenance.

Supplemental cooling

Provides additional cooling for those times when your facility's cooling loads exceed your current system's capacity.

Emergencies

Gets your HVAC system back up quickly in case of a natural disaster or unexpected equipment failure.

Specialty cooling

Provides cooling for a special occasion. Trane's temporary chillers and on site services are available for exhibitions, ice skating rinks, and other special events.



c. Products and Services Provided by Trane

- c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

Trane's products and services are provided on the "Product Information Matrix" on pages 75-92.

DESCRIPTION OF THE PRODUCTS

- A description of the Products, including all related components and parts to be provided by the major product category.

1. HVAC Equipment and Products

Chillers

- Air-cooled chillers
- Water-cooled chillers
- Compressor chillers
- Ancillary chiller water plant equipment
- Absorption liquid chillers
- HVAC Refrigeration Type- Rotary, Centrifugal, Scroll, Reciprocating, Absorption

Unitary systems that combine heating, cooling, and fan sections

- Rooftop systems
- Split systems
- Self-contained systems
- Water source heat pumps
- **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water- source, mini-splits

Air handling systems

- Performance air handlers
- Blowercoil air handlers
- Make-up air gas heating system
- Air handler options and air cleaning options, Type- central station-manufactured or custom makeup air, fan, filter, coil sections

Terminal devices

- Unit heaters
- Unit ventilators
- Fan coil units
- Ventilation fans and variable air volume
- Air Terminal Devices and Heating Products Type-VAV, Fin Tube Radiation/Convectors

Ductless variable refrigerant volume units

Dedicated outdoor air systems

Replacement coils

Automation equipment

Parts and aftermarket product

- **Cooling Towers** Type- open, closed, evaporative, other
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
- **Invertors**
- **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other
- **HVAC Specialty Products** Type - modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers

Other HVAC products

- **Indoor Air Quality Products and Devices** Type- Active polarization, non- ionizing, electronic air cleaning systems intended to replace passive filtration, any other.

2. Installation and Services

Installation of new equipment

- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other

Maintenance of existing systems

- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils, and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other

Upgrading of existing infrastructure

Turnkey services

- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other

Other installation and services offered by Bidder

- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural, and other

3. Related Products, Solutions, and Other Services

New, and/or retrofitting older products and solution

HVAC equipment controls

- Type-core components, end devices, lighting, panels

Ancillary Services

Thermostats

Sensors

Energy programs

Design and analysis tools

Commissioning

Building management and/or certifications

Enterprise management

Rental and lease services

- Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other

Financial services

- Type- leasing, prompt, and pre-payment discounts, guaranteed savings and other

Training and/or educational services

Municipal services

Other related products and services

CATALOG OR BROCHURE TYPE INFORMATION

- A catalog or brochure type information as applicable.

Trane has detailed catalog information for all equipment. A National Line Card is provided on the following pages.

National Line Card

PRODUCTS & SYSTEMS SOLUTIONS



APPROACH

We take a creative approach to every project; treating each project uniquely so we can collaborate to understand objectives and goals. Trane delivers outcomes; we start from the beginning and follow the process through. Plus, we always keep indoor environment quality and energy efficiencies top of mind.

SERVICE & SOLUTIONS

Our capabilities include commercial systems, energy services & solutions, contracting, controls/building automation, rentals and service.

Trane Wellsphere™ is a holistic approach to building wellness that cultivates healthier indoor spaces. It brings together unmatched experience and expertise to take a holistic approach to optimizing building's indoor environmental quality (IEQ).

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- | | |
|--|--|
|  HVAC SYSTEMS
Sustainable and scalable solutions for maintaining ideal system performance |  BUILDING SERVICES
Reliable, preventative and proactive scheduled maintenance and repair by factory trained technicians |
|  OPTIMIZED EQUIPMENT
Applied Chilled and Hot Water, Air Handling, Large and Light Packaged, VRF, VAV, Zone Terminal, Pre-Packaged Systems with Controls |  ENERGY SERVICES
Managing your energy supply and demand to reduce cost, optimize performance and improve sustainability |
|  RENTAL SERVICES
Promptly provides temporary, scalable HVAC and power from standard applications to complex solutions |  BUILDING AUTOMATION SYSTEMS
Making precise control easier, mobile and data-rich |



Trane Building Automation Systems

-  **Tracer® SC+**
Scalable building automation system solution
-  **Tracer Concierge®**
Light commercial control system
-  **Pivot® Smart Thermostat**
Wi-Fi & Ethernet thermostat for light commercial applications
-  **Factory & Field**
Mounted BACnet® & LonTalk® Unit Controllers, Integrates with BACnet MSTP, LonTalk Certified, BACnet/IP, Modbus® Protocols
-  **Wireless Solutions**
Wireless comms, BACnet/Zigbee®, temperature & humidity sensors

Trane Building Management Systems

-  **Tracer® Ensemble®**
Enterprise level building management software
-  **Tracer® Synchrony®**
Web-based facility management software
-  **Tracer® Concierge®**
Occupant user interface for non-technical user
-  **Tracer® Mobile Apps**
Concierge, Trane BAS Operator Suite

Trane Intelligent Services



Aggregates data collected in a building. Provides analytic tools to make real-time, near term, and long term decisions that maximize the way buildings are managed and maintained.

Lighting Solutions



Control more than half of your building energy use when you integrate Trane lighting solutions into your BAS.* The Trane difference offers increased energy savings, improved comfort and flexibility, and a higher quality design - all within your customer's budget. Lighting science can support productivity, performance, safety, and well being. Utilizing intelligent lighting solutions as your infrastructure for smart buildings unlocks the capabilities of asset tracking, contact tracing, emergency assistance, and more!

*U.S. Energy Information Administration, 2020

Trane® / Mitsubishi VRF & Ductless

-  **N-Generation CITY MULTI®**
Energy efficient, all electric VRF system available in Standard, High Efficiency, and H2i®(R) (Hyper-Heat)
-  **Nv Series**
Ductless system for maximum energy efficiency and quality control with precise zone control to distribute heat or air conditioning only to spaces in use
-  **P Series**
Light commercial ductless system for superior comfort, flexibility and reliability with precise 1:1 outdoor to indoor connections for efficient zone management
-  **Indoor Units**
A variety of indoor units available to meet any application and design requirements, including ceiling cassettes, wall mounted, concealed and more
-  **LEV Kit**
The power to connect Trane® / Mitsubishi Electric CITY MULTI® Products to Trane Air Handlers; Allows for higher airflows, higher static pressure, larger capacity, customized products, and DOAS configurations; Available in multiple tonnage sizes

Trane Precision Cooling

-  **Single Circuit DX**
Single circuit DX; vertical floor mounted; 5 - 10 Ton; tandem compressor options; EC fan technology
-  **Dual Circuit DX**
Dual circuit DX series; vertical floor mounted; 15 - 30 Tons

Centrifugal Chillers

-  **Model TACW**
Oil-free; 60 - 1400 Tons; R-134a and R-513A
-  **Agility® Model HDWA**
150 - 450 Ton; 60 Hz, 50 Hz; Symbio® 800 controller; uses either R-513A or R-134A
-  **CenTraVac® Model CVHE**
3-Stage Compressor; Symbio® 800 controller; 150 - 500 Tons; R-514A
-  **CenTraVac® Model CVHF**
2-Stage Compressor; Symbio® 800 controller; 325 - 2000 Tons; R-514A

-  **CenTraVac® Model CVHH**
Multi-stage; Dual Compressor; Symbio® 800 controller; 900 - 2000 Tons; R-1233zd
-  **CenTraVac® Series S™ Model CVHM**
Oil-Free Compressor; Symbio® 800 controller; 170 - 390 Tons; R-514A
-  **CenTraVac® Model CDHF**
Multi-Stage Dual Compressor; Symbio® 800 controller; 1450 - 3950 Tons; R-514A
-  **CenTraVac® Model CDHH**
Multi-stage; Dual Compressor; Symbio® 800 controller; 1800 - 4000 Tons; R-1233zd

Water-Cooled Chillers

-  **Cold Generator™ Model CGWR**
Scroll Compressors; 20 - 75 Tons; R-410A
-  **Series R® Model RTWD**
Helical Rotary Compressor; 60 - 250 Tons; R-134a or R-513a
-  **Optimus® Model RTHD**
Optional Variable Speed Helical Rotary Compressor; 150 - 430 Tons; R-134a; or R-513a for fixed speed only
-  **Series R® Model RTUD**
Helical Rotary Compressor with remote air-cooled condenser; 80 - 250 Tons; R-134a

Air-Cooled Chillers

-  **Cold Generator™ Model CCAR**
Scroll Compressor with Air-Cooled Condenser; 20 - 70 Tons; R-410A
-  **Model CGAM**
Scroll Compressor; 20 - 130 Tons; R-410A
-  **Ascend® Model ACS**
Scroll Compressor; 140 - 230 Tons; R-410A
-  **Series R® RTAC**
Helical Rotary Chiller; 140 - 500 Tons; R-134a
-  **Sintesis® Model RTAF**
Variable Speed Helical Rotary Compressor; 115 - 500 Tons; R-134a or next gen R-513A
-  **Ascend® Model ACR**
Free Cooling; Symbio® 800 controller; 150 - 550 Tons; R-134a
-  **Model TACA**
Oil Free Centrifugal; 60 - 440 Tons; R-134a or R-513A



Ascend® Model ACX
Energy efficient, all electric heating and cooling; Symbio® 800 controller; 130-240 Tons; R-410A



MiniMod™
Water-Cooled; Oil Free Centrifugal; R-134a and R-513A; 60 - 135 Tons (1000 Ton Arrays)



Cold Generator™ Model CICD
Water-cooled; Heat Recovery; 20-80 Ton (600 ton Arrays)

Modular Chillers



Manhattan™ Gen II
Air-Cooled and Water-cooled Heat Pump; Heat recovery and Free Cooling; 15 - 80 Tons (800 Ton Arrays)



SuperMod™
Air-Cooled and Water-Cooled; 20 - 40 Tons (400 Ton Arrays)



PolyTherm™
Water-Cooled; Simultaneous Heating and Cooling; 30 - 60 Tons (480 Ton Arrays)

Packaged Units



Impact®
Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels; Up to 16 SEER; 2 - 5 Tons



Foundation®
Cooling, Gas/Electric; Adapts to Competitors Roof Curbs; 3 - 5 Tons; 7.5 - 12.5 Tons; 15 - 25 Tons



Precedent® 17 Plus
Cooling & Gas/Electric; Up to 17.5 SEER; 3 - 5 Tons



Precedent® & Precedent® with eFlex™
Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels ; eFlex Variable Speed Compressor; Up to 23.5 SEER; 3 - 10 Tons



Voyager® 2 & Voyager 2 with eFlex
Cooling, Gas/Electric & Heat Pump; Multiple Efficiency Levels (Up to 20.1 IEER, 12.5 - 25 Tons), eFlex Variable Speed Compressor (12.5 - 17.5 Tons)



Zoned Rooftop Systems
Pre-designed for small building comfort; Includes Precedent or Voyager rooftop unit, VAV terminal units, Tracer® Concierge™ system control & Air-Fi™ wireless controls & sensors; 3 - 25 Tons



Voyager 3
Cooling, Gas/Electric; eStage™ Multi-Stage Compressors; Full & part load efficiencies; Up to 14.7 IEER; 27.5 - 50 Tons



IntelliPak® I
Cooling, Gas/Electric, Hot Water, Steam; 20 - 130 Tons; Available with eFlex Variable Speed Compressor; 40 - 75 Tons



IntelliPak® II
Cooling, Gas/Electric, Hot Water, Steam; Air-Cooled and Evaporative Condenser; Available with eFlex Variable Speed Compressor; Tracer® SC+ controls; VariTrane™ VAV terminals; 90 - 162 Tons;



IntelliPak® 3
Cooling, Gas/Electric, Hot Water, Steam; 20 - 75 Tons; Avail. with eFlex Variable Speed Compressor; Available connectivity; Symbio controller; Up to 17.8 IEER

Self-Contained Units



IntelliPak® Modular Series
Split apart construction, easy transport & installation; Factory-installed digital controls; Up to 13.9 EER, 17.9 IEER; Water Cooled 20 - 35 Tons; Remote Air Cooled - 32 Tons



IntelliPak® Signature Series
Up to 14.1 EER, 19.3 IEER; Floor by floor system; Factory-installed digital controls; Air-Cooled 20-60 Tons; Water-cooled 20 - 110 Tons



Modular Self Contained System
Smallest Footprint on the Market; Water-Cooled System; Variable speed compressors and fans; Full and part load efficiencies; Industry-leading Part Load Efficiency - Up to 20.8 IEER; 40 - 80 Tons

Water-Source Heat Pumps



Axiom™ Standard Efficiency GEH/GEV Models
Horizontal (0.5 - 15T) or vertical (0.5 - 25T); Quiet operation; Multiple airflow configurations; 0.5 - 25 Tons



Axiom High Efficiency Single-Stage EXH/EXV Models
Horizontal or vertical; Electronically Commuted Motor (ECM); Rotary or scroll compressor; 0.5 - 6 Tons



Axiom High Efficiency Two-Stage DXH/DXV Models
Horizontal or vertical; 2-Stage compressor; Deluxe sound option for quiet operation; Meets LEED EA4 requirement; 2 - 6 Tons



Axiom Variable Speed VSH/VSV Models
Horizontal or vertical; eFlex™ Variable Speed compressors and fans; Single and three phase voltage; 2 - 5 Tons



Axiom High Efficiency Console GEC Model
ASHRAE 62 indoor air quality compliant; Quiet operation; 0.5 - 1.5 Tons



Axiom Vertical Stack GET Model
Multiple capacities & cabinet sizes; Available in PSC or ECM motors; Flexible air supply options; Integrated controls; 0.75 - 3 Tons



Axiom Water-to-Water EXW Model
Co-axial heat exchanger; Rackable modular design; 5, 10, 20 Tons



Axiom Rooftop GWS Model
Boiler/Tower or Geothermal applications; Multiple configuration options; Microprocessor controls; 3 - 20 Tons

Air Handling Units



Performance Climate Changer® - Catalog
Indoor or Outdoor; Up to 15000 CFM; 2" R-13 Foam Insulated Panels; Factory-Engineered & Mounted Controls



Performance Climate Changer® - Semi-custom
Indoor or Outdoor; Up to 60000 CFM; ; up to +/-10.0 inches w.g.; 2", R-13 or 3", R-19; Foam Insulated Wall panels; Flexible Dimensions



Trane Custom Models TCFS & TCPA
Indoor & Outdoor; 1500 - 200,000 CFM; -12.0 to +12.0 inches w.g.; Thermal Performance with R-Values up to 25

Terminal Units



Compact Vertical Blower Coil Model BCCD
Indoor; 800-2000 CFM; ECM Motors, Factory-Engineered & Mounted Controls



Blower Coil Model BCHD/BCVD
Indoor; 400 - 3000 CFM; ECM motors; Factory-Engineered & Mounted Controls



CoolSense® Terminal Unit
Up to 1300 CFM; Variable speed ECM or constant-fan speed; Tracer® UC400 controller (available with Air-Fi wireless)



VariTrane® Model VC*F
Single Duct Variable Air Volume Boxes; 25 - 8000 CFM



VariTrane® Model VDDF
Dual Duct Variable Air Volume Boxes; 80 - 8000 CFM



VariTrane® Model VF**
Fan-Powered Variable Air Volume Boxes; 200 - 3300 CFM; Parallel or Series Configuration



VariTrane® Model LF**
Low Height Fan-Powered Variable Air Volume Boxes; 100 - 1800 CFM; Parallel or Series Configuration



VariTrane® Model VRRF
Round Inlet/Round Outlet RetroFit Variable Air Volume Boxes; 25 - 4000 CFM



UniTrane® Model FC*B
Horizontal or Vertical Fan Coil; Cabinet, Recessed or Compact Configurations; 200 - 1200 CFM



UniTrane® Model FCV
Vertical High Rise Fan Coil Units Vertical stack fan coil; 300 - 1200 CFM



Force-Flo™ Model FF*B
Horizontal or Vertical Cabinet Heater; Concealed or Recessed Configurations; 200-1200 CFM



Model VUVE
Vertical Unit Ventilators; 750 - 1500 CFM



Model HUVc
Horizontal Unit Ventilators; 750 - 2000 CFM



Model UHS/UHP
Propeller Unit Heaters; Hydronic & Steam



Model UHWA/UHAA/UHRA/UHXA/UHEC/UHCA
Electric Unit Heaters



Indoor Gas Heating Units
Unit Heaters & Duot Furnaces



Split Systems

Split Systems
Cooling & Heat Pump; Gas, Electric, or Hot Water Heat; 1.5 - 5 Tons



Odyssey™ with Symbio®
Symbio Connectivity & phone app; Full & part load efficiencies; Up to 13.1 IEER; 6 - 25 Tons



RAUJ
Air-Cooled Condensing Units; Available with Remote Chiller Evaporators; 20 - 120 Tons



CAUJ
Air-Cooled Condensers; 20 - 120 Tons



Dedicated Outdoor Air

Horizon® DOAS
DX Packaged (Air and Water Cooled)
• Low Dew Point capability
• ERV
• AHRI 920



Mixed Air Unit
• Brings in up to 100% fresh air
• ASHRAE 90.1 compliance
• Provides adequate dehumidification at full load conditions
• Double walled-insulation with insulated base pan



Make-Up Air Gas Heating Units

Model GSAA
Indoor Gas-Fired Make-Up Air Handlers; Standard & High Efficiency; 100 - 1200 MBH



Model GRAA
Outdoor Gas-Fired Make-Up Air Handlers; 100 - 1200 MBH



Model AHOA
Packaged Air Handlers; Cooling, Make-Up Air, & Ventilation



VFD
Trane TR150/TR200 Variable Frequency Drives; 6, 12, 18 Pulse



Engineered Systems

Controls and Equipment
• Comprehensive Chilled Water
• Central Geothermal
• Thermal Battery™ Air-cooled Chiller Plant
• Thermal Battery™ Cooling and Heating
• Intelligent Variable Air System
• Zoned Rooftop System
• Variable Refrigerant Flow
• CoolSense® Integrated Outdoor System



Energy Services

We partner with our clients to understand how energy impacts their business and sustainability goals. Leveraging deep expertise and cutting edge technology, we help optimize energy purchasing strategies, energy sourcing, energy storage, consumption, and overall network efficiency with validated results



IAQ Solutions

Today there are more ways than ever to manage and monitor indoor air quality, while keeping your goals for cost and sustainability in sight. Trane is a leader in indoor air quality. We can help you align with air quality guidelines set by the Centers for Disease Control using innovative technologies and proven solutions



Trane Building Services

Help reduce operating costs and extend the life of your equipment with planned maintenance from Trane.



Consulting Engineer Portal

Trane offers expert HVAC systems, solutions, and support for every stage of a building lifecycle, including quick links to design and analysis tools, education and training, BIM and CAD drawings, prepackaged solutions, and energy analysis tools. Visit www.traneengineer.com



Trane Rental Services

Water-Cooled Chillers, Air-Cooled Chillers, Temporary Power, Cooling Towers, Packaged A/C Units, Air Handlers, Portable A/C Units



Trane Creative Solutions

Customized Trane Equipment Modifications Including: Multizone Replacements, Water-Side Economizer Coils for Air-Cooled Chillers, Packaged Air-Cooled Ice Storage Systems, Acoustical Attenuation

For more information visit trane.com/commercial



Trane – by Trane Technologies (NYSE: TT), a global climate innovator – creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit trane.com or tranetechnologies.com.

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PRODUCT INFORMATION MATRIX

- A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.

1. HVAC Equipment and Products

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.	
CHILLERS							
Air-cooled chillers	Air-Cooled Scroll Chillers	CGAM	Scroll Chiller Model CGAM (trane.com)	20 to 130 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Series R Helical Rotary Chillers	RTAC	Series R® Helical Rotary Chiller Model RTAC (trane.com)	140 to 500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Sintesis Air-Cooled Chillers	RTAF	Sintesis® Air-Cooled Chillers (trane.com)	115 to 520 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers	ACS	Ascend™ Air-Cooled Chillers Model ACS (trane.com)	140 to 230 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers with Integrated Free Cooling	ACR	Ascend® ACR Chillers (trane.com)	150 to 550 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Air-Cooled Oil-Free Magnetic Bearing Chillers	TACA	Air-Cooled Oil-Free Magnetic Bearing Chillers (trane.com)	60 to 440 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-to-Water Heat Pump	ACX	Ascend® ACX Chillers (trane.com)	140 to 230 tons cooling; 1500 to 2500 MBh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	SuperMod	PACV	SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Manhattan Gen II	TPAC	Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic	ARTC	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic (trane.com)	60 to 1500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Water-cooled chillers	Water-Cooled Helical Rotary Chiller	RTUD, RTWD, RTHD Water-Cooled Helical Rotary Chiller (trane.com)	80 to 450 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	CenTraVac Water-Cooled Chiller	CVHE, CVHF, CVHH, CVHM, CDHG, CDHH, CDHF CenTraVac Water-Cooled Chiller (trane.com)	120 to 4000+ tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Agility Centrifugal Water-Cooled Chiller	HDWA Agility® Centrifugal Water-Cooled Chillers (trane.com)	175 to 425 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Thermafit™ MiniMod™	ACW Trane Modular Chiller Model TACA	60 to 1000 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	SuperMod	PWCV SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	PolyTherm	V30-V60 PolyTherm™ modular chiller (trane.com)	30 to 480 tons cooling; 450 to 7,200 Mbh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Manhattan Gen II	TPWC Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Compressor chillers	Cold Generator Scroll Chillers	CICD, CGWR, CCAR Cold Generator Scroll Chillers (trane.com)	CCID 20 to 85 tons; CGWR/CCAR 20 to 75 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
UNITARY SYSTEMS THAT COMBINE HEATING, COOLING, AND FAN SECTIONS						
Rooftop systems	Impack - 14 SEER, 15 SEER, 16 SEER	4*CC4, 4* CY4; 4* CY5; 4* CZ6 Impack (trane.com)	2 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Foundation®	EBC, GBC Foundation® (trane.com)	3 to 5 tons; 7.5 to 12.5 tons; 15 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Voyager® 2 & 3	T*D, T*H, Y*D, Y*H; TC,TE, YC Voyager® Rooftop Units (trane.com)	12.5 to 25 tons; 27.5 to 50 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Rooftop systems	Precedent®	TS*,YS*; TSJ,YSJ; WS*, DS*; TH*, YH*; WH*,DH*; TZ*, YZ*	Precedent® Rooftop Units (trane.com)	3 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	IntelliPak®	S*HL, S*HK	IntelliPak (trane.com)	20 to 162 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Split systems	Smaller Split Systems	4TTA3, 4TTA4, 4TTA7, 4TTL6, 4TTR3, 4TTR4, 4TTR6, 4TTR7; 4YWA4, 4TWA7, 4TWL6, 4TWR5, 4TWR6, 4TWR4, 4TWR7; GAF2, GAM5, TAM6, EM4, TEM6	Split System Air Conditioners and Heat Pumps (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Gas Furnaces and coils	S8X1, S8X2, S9V2-PS, S9V2-VS, S9X1, S9X2, TDD2-9B, TUD2-9B, 4PXA-U, 4PXC-U/D, 4TXC-DS, 4TXF	Gas Furnaces and Indoor Coils (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Odyssey™	TTA, TWA, TWE	Odyssey™ Split Systems with Symbio Controls (trane.com)	6 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Large Split Systems	RAUJ, CAUJ	Large Commercial Condensers (RAUJ CAUJ) (trane.com)	20 to 120 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Self-contained systems	Intellipak® Modular Series	SCW/R; SIW/R	Intellipak® Modular Series (trane.com)	20 to 35 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	Modular Self Contained™	SCWM	Modular 40 to 80 Tons (trane.com)	40 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	IntelliPak™ Signature Series	SC/I - W/R	Signature 20 to 110 Tons (trane.com)	20 to 110 tons WC, 25 to 60 tons AC	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.	
Water source heat pumps	Axiom™ High-Efficiency Console WSHP	GEC	Console WSHP (trane.com)	.5 to 1.5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Horizontal and Vertical WSHP	EXHV/DXHV; VSHV; GEHV	Axiom™ Horizontal and Vertical Water Source Heat Pumps (trane.com)	.5 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Rooftop WSHP	GWS	Rooftop WSHP (trane.com)	3 to 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Vertical Stack WSHP	GET	Axiom™ Vertical Stack Water Source Heat Pump (trane.com)	.75 to 3 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Water-to-Water WSHP	EXW	Axiom Water-to-Water WSHP (trane.com)	5, 10 & 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
AIR HANDLING SYSTEMS							
Performance Air Handlers	Catalog Air Handlers	UCCA	Catalog Air Handlers Industrial HVAC Heating and Cooling (trane.com)	3 thru 30	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Start-up	Delayed Contact Trane Office
Performance Air Handlers	Semi-Custom Air Handlers	CSAA	Semi-Custom Air Handlers HVAC Air Conditioning Units and Systems (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Start-up	Delayed Contact Trane Office
Performance Air Handlers	Custom Air Handlers	CSAA, PSCA, TCFS, T CPA	Custom Air Handlers Industrial HVAC Cooling and Heating Systems (trane.com)	10,000 to 200,000+ CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Start-up	Delayed Contact Trane Office
Blower coil air handlers	Blower Coil Air Handlers	BCHD, BCVD, BCCD	Blower Coil Air Handlers Terminal Devices, Blower Coils, Unit Heaters (trane.com)	400 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Start-up	Delayed Contact Trane Office
Make-up air gas heating systems	Indirect Fired Make-Up Air	GGAA/GZAA	Indirect Fired Make-Up Air Gas Heating System (trane.com)	100 to 1,200 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger	Delayed Start-up Contact Trane Office
Air handler options	Motorized Impeller Fan Array	MI	Motorized Impeller Fan Array (trane.com)	Up to 15 Fans	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air handler options	Sensible Assisted Membrane	SAM	Sensible Assisted Membrane (trane.com)	Customized Airflow	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air cleaning options (IAQ)	Trane Catalytic Air Cleaning System	TCATS	Trane Catalytic Air Cleaning System	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Air cleaning options (IAQ)	CDQ® Desiccant Dehumidification	CDQ	CDQ® Desiccant Dehumidification (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
TERMINAL DEVICES							
Unit heaters	High Efficiency Gas Heaters	HI-050 to 400	High Efficiency Gas Heaters (trane.com)	50 to 400 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	S & P Unit Heaters	UHSB, UHPB	S&P Unit Heaters (trane.com)	8 to 705.6 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Electric Unit Heaters	UHEC, UHXA, UHRA, UHWA, UHAA	Electric Unit Heaters (trane.com)	2 TO 100 Kw	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GRAA, GFAA, GSAA	Gas Unit Heaters (trane.com)	100 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GT, GH, GA, GB, GK	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GLNE, GMNE, GNNE, GTNE, GUNE, GVNE	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GGAA	Gas Unit Heaters (trane.com)	100 to 800 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	AHAA/AHBA	Gas Unit Heaters (trane.com)	1500 to 14,000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit ventilators	Classroom Unit Ventilators	HUVC, VUVC	Classroom Unit Ventilators (trane.com)	750 to 2000 CFM - Horz. 750 to 1500 CFM Vert.	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	UniTrane® Fan Coil	FCAB, FCBB, FCCB, FCDB, FCEB, FCHB, FCJB, FCPB	UniTrane® Fan Coil	200 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Vertical High Rise Fan Coil	FCVA	Vertical High Rise Fan Coil (trane.com)	300 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Sensible Cooling Terminal Units	LDCF, LDEF, LDWF	Sensible-Cooling Terminal Devices Terminal Device Solutions (trane.com)	4" to 8" Primary	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.	
Variable air volume	VariTrane® Round In Round Out	VRRF	VariTrane® Round In Round Out	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Single Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Single Duct Terminal Units	0 to 8000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Dual Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Dual Duct Terminal Units	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Fan Powered Terminal Units	VPCF, VPWF, VPEF, VSCF, VSWF, VSEF	VariTrane® Fan-Powered Terminal Units	0 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Low-Height Fan-Powered Terminal Units	LPCF, LPWF, LPEF, LSCF, LSWF, LSEF	VariTrane® Low-Height Fan-Powered Terminal Units	0 to 1950 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
DUCTLESS VARIABLE REFRIGERANT VOLUME UNITS							
Variable Refrigerant Flow	N-Generation CITY MULTI® VRF						
Variable Refrigerant Flow	R2 Series	R2	N-Generation CITY MULTI® VRF (trane.com)	72 to 336MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Y Series	Y	N-Generation CITY MULTI® VRF (trane.com)	72 to 432 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	S Series	S	N-Generation CITY MULTI® VRF (trane.com)	36 to 48 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Indoor Units	TPLFYP, TPMFYP, TPCFYP, TPKFYP, TPWFYP, TPEFYP, TPVFYP, TPFFYP	N-Generation CITY MULTI® VRF (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Horizon DOAS	OAB, OAD, OAG, OAK, OAN	N-Generation CITY MULTI® VRF (trane.com)	3 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	P Series	PUY, PUZ	P Series (trane.com)	12 to 42 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Nv Series	NTYS, NTYM, NTXS, NTSM	Nv Series (trane.com)	6 to 60 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
DEDICATED OUTDOOR AIR SYSTEMS						
Dedicated outdoor air solutions	Trane® Horizon™ Outdoor Air Units	OAB, OAD, OAG, OAK, OAN Horizon® Air and Water Source Heat Pumps (trane.com)	3 to 54 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Horizon™ Dedicated Outdoor Air Systems	OABD, OABE, OADD, OADE, OAGD, OAGE, OAKD, OAKE, OAND, OANE Horizon® Dedicated Outdoor Air Systems (trane.com)	3 to 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Mixed Air Unit	HAEA Mixed Air Unit (trane.com)	10 to 15 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
REPLACEMENT COILS						
Chilled and Hot Water Coils, Steam, DX	Air Heating and Cooling Coils	3W, 3U, W, WL, WP, UW, UP, 5W, WD, LL, UU, 5D, D1, D2, K, P2, P4, P8, UA, TT, T, ST, NS, N, 3F, UF, H4, FD, H3, F3 Air Heating and Cooling Coils (trane.com)	2 to 12 Rows	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
AUTOMATION EQUIPMENT						
Controls & Building Automation Systems (BAS)	Tracer® Ensemble	Tracer Ensemble Enterprise Building Management Systems (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Tracer® SC+	Tracer® SC+ (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Lighting Control Solutions	Lighting Solutions (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Air-Fi® Wireless Communications	Air-Fi® Wireless Communications (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Pivot® Smart Thermostat System	Pivot® Smart Thermostat System (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Controls and BAS	Sensors - CO ₂ , Temperature, and Combination Temperature and Humidity	Sensors (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Power and Energy Meters	Power and Energy Meters (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
PARTS AND AFTERMARKET PRODUCT						
	Trane® OEM Parts	Trane® OEM Parts Trane Supply				Contact Trane Office
	Chemicalsfor HVAC Professionals	Chemicals HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Airflow and Motors	Motors, Air Flow and Drives HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Equipment	HVAC Equipment HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Indoor Air Quality and Filters	Indoor Air Quality HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Controls and Electricalfor HVAC Professionals	Controls and Electrical HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Compressors & Valvesfor HVAC Professionals	Compressors & Valves HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Installation Supplies, Tools and Test Instrumentsfor HVAC Professionals	Installation & Testing Tools HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Refrigerant Handlingfor HVAC Professionals	Refrigerant Handling HVAC Parts & Supplies Trane Supply				Contact Trane Office
	General Productsfor HVAC Professionals	General HVAC Parts HVAC Parts & Supplies Trane Supply				Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.	
OTHER HVAC PRODUCTS							
Energy Storage	Calmac Thermal Storage Systems	Model C & A	Thermal Energy Storage Solutions (trane.com)	C - 41 to 486 Ton-Hours, A - 41 to 162 Ton-Hours	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Precision Cooling	Computer Room Air Conditioners (CRAC) Direct Expansion (DX)	CRAH, CRAC	Computer Room Air Conditioners (CRAC) Direct Expansion (DX) (trane.com)	6 thru 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Frequency Drives	TR200 Series	TR	TR200 Series (trane.com)	1.5 to 1350 HP	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Pumps	TACO Pumping Solutions (Example)	TACO	Taco Comfort Solutions Leader in Hydronics and Pump Solutions	Custom Sizes			
Pumps	PACO Pumping Solutions (Example)	PACO	PACO Pumps FUSION PUMP	Custom Sizes			
Cooling Towers	Baltimore Air Coil (Example)	BAC	Global Baltimore Aircoil	Custom Sizes			
Cooling Towers	SPX (Example)	SPX	Cooling Towers - SPX Cooling Towers	Custom Sizes			
Cooling Towers	Other manufactures available						
Heat Exchangers	Alfa Laval (Example)	AL	Gasketed plate-and-frame heat exchangers Alfa Laval	Custom Sizes			
Heat Exchangers	Other manufacturers available						
Packaged Chiller Plants	TAS Packaged Chilling Products	TAS	Modular Products & Solutions (tas.com)	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	Contact Trane Office
Multistack Module Chiller Systems	Modular Air Cooled	ASF,ASP,ARP	Modular Solutions Air-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Modular Water Cooled	MSD,MSH,MSR,MSS	Modular Solutions Water-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Multistack Module Chiller Systems	Packaged Solutions	ASC,ASM,HSS,ACF	Packaged Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Maglev Solutions	ACF,MSF,MSH	MagLev Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Heating Solutions	ARA,VME	Heating Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Multipro	MP	MultiPRO - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Auragreen	AG	AuraGreen - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Heat Recovery Systems	Energy Recovery Systems (Example)	AE	Energy Recovery Wheels HVAC Systems Airxchange	Custom Sizes			
Energy Recovery Ventilator	RenewAire Energy Recovery Systems (Example)	SL-75	RenewAire Energy Recovery Ventilation - ERVs	Custom Sizes			
Boilers & Hot Water Heaters	Lochinvar Boiler Systems (Example)	CREST	CREST with Hellcat™ Combustion Technology Lochinvar	Custom Sizes			
Process Coolers	Filtrine (Example)	PCP,POC,PC	Chiller Systems Industrial Chiller Manufacturer Filtrine	Custom Sizes			
Tempspec Unit Ventilators	Classroom Air Conditioners	VUD,VUF,VDT	Standard Unit Ventilators - Tempspec	800 - 2000 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Vertical Stacked Fan Coil Units	TL,TF,TR	Vertical Stacked Fan Coil Units - Tempspec	300 - 1200 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Filtration	Air Medic	Filtration - Tempspec	Custom	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Solar Collector Systems	Solar Photovoltaics (Example)	PV	Home Solar plus Storage Solutions SunPower	Custom			

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Solar Collector Systems	Solar Thermal (Example)	ST	Solar Thermal Heating Systems (Commercial & Residential) Solar Water Heater Installers in CT (sun-windsolutions.com)	Custom			
Water Treatment	Pump replacement, reservoir upgrades/repairs, UV system repair/upgrade/replacement, chemical use evaluation/upgrade, conveyance system upgrades/replacements, pump station upgrades/replacements including pumps, SCADA, etc. water meter replacement and infrastructure improvements		Lakota-Wastewater-Treatment-Plant (trane.com)				
KCC Products	MSP Technology	MSP	HOME KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment		Contact Trane Office
KCC Products	Heat Exchangers	DU/DV	HOME KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment		Contact Trane Office
KCC Products	Dehumidifiers	DU/DV	HOME KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment		Contact Trane Office

2. Installation and Services

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
INSTALLATION AND SERVICES						
Installation of new equipment	Startup and commissioning services					
Maintenance of existing systems	Service and maintenance					
Upgrading of existing infrastructure	Wastewater Treatment Plant design build services					
	Pump replacements, blower replacements, SCADA upgrades, clarifier overhaul and/or replacement, digester improvements or replacements, thickening system improvements or replacements/dewatering systems, process improvements/changes, aeration system improvements or replacements, piping, alternative energy including turbines, cogeneration, solar, heat recovery, membrane replacement/new installation, pump stations refurbish or build new, force main or gravity main replacement/installation, UC system installation/replacement, chemical use evaluation and amendments, VFD installation/replacement, all design build contracting services.		Lakota-Wastewater-Treatment-Plant (trane.com)			
Turnkey services	Solar photovoltaic					

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Turnkey services	Wind turbines					
Turnkey services	Thermal heating systems					
Turnkey services	Alternative energy HVAC					
Turnkey services	Geothermal heat pumps					
Turnkey services	Lighting technology					
Turnkey services	Pumping systems					
Turnkey services	Microgrid					
Turnkey services	Energy storage					
Turnkey services	Solar daylighting					
Turnkey services	Biomass plants					
Turnkey services	Solar thermal domestic water heating					
Turnkey services	Solar transpired wells					
Installation and services	Retrofit, new construction, energy retrofit, controls new- and upgrade and other	Energy Conservation Measures (trane.com)				
Installation and services	Warranty Services - Extended parts & labor (define maximum number of years available), delayed start-up and other					
Installation and services	Professional Services -Engineering, Design, Drafting, Architectural, Project Management and other					

3. Related Products, Solutions, and Other Services

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
HVAC EQUIPMENT CONTROLS						
Equipment controllers	Symbio Equipment Controllers	Symbio (trane.com)	N/A			
ANCILLARY SERVICES						
Wellsphere	Wellsphere™ addresses the four elements of indoor environmental quality	Wellsphere™ (trane.com)	N/A			
Wellsphere	Air Quality	Element of Air (trane.com)	N/A			
Wellsphere	Thermal Comfort	Element of Thermal (trane.com)	N/A			
Wellsphere	Lighting	Element of Lighting (trane.com)	N/A			
Wellsphere	Acoustics	Element of Acoustics (trane.com)	N/A			
Wellsphere	Assessment	Assess (trane.com)	N/A			
ENERGY PROGRAMS						
Energy & Sustainability	Energy Analysis & Monitoring	Energy Analysis & Monitoring (trane.com)				
Energy & Sustainability	Active Energy Management	Active Energy Management (trane.com)				
Energy & Sustainability	Renewable Energy & DERs	Renewable Energy & Distributed Energy Resources (trane.com)				
Energy & Sustainability	Energy Conservation Measures	Energy Conservation Measures (trane.com)				
Energy & Sustainability	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
Energy & Sustainability	Digital Services	Digital Services (trane.com)				

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Operate, Maintain & Repair	Connectivity & Cloud Services	Connectivity & Cloud Services (trane.com)				
Operate, Maintain & Repair	HVAC System Management	HVAC System Management (trane.com)				
Operate, Maintain & Repair	HVAC System Repair	HVAC System Repair (trane.com)				
DESIGN AND ANALYSIS TOOLS						
Design Tools and Software	Design and Analysis Tools	Design Tools (trane.com)	N/A			
Design Tools and Software	TRACE® 3D Plus Load Design	TRACE® 3D Plus Load Design (trane.com)	N/A			
Design Tools and Software	Trane® Design Assist™	Trane® Design Assist™	N/A			
Design Tools and Software	myPLV®	myPLV Design Tool (trane.com)	N/A			
Design Tools and Software	VariTrane Duct Designer	Varitrane Duct Designer	N/A			
Design Tools and Software	Trane Pipe Designer	Trane Pipe Designer	N/A			
Design Tools and Software	Trane Acoustics Program	Trane Acoustics Program	N/A			
Design Tools and Software	Trane Engineer's Toolbox	Trane Engineer's Toolbox	N/A			
Design Tools and Software	TRACE 700	TRACE 700 (trane.com)	N/A			
Design Tools and Software	Calculators & Charts	Calculators & Charts (trane.com)	N/A			

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
RENTAL AND LEASE SERVICES						
Rental and lease services	Trane HVAC Rentals	HVAC Equipment Rentals (trane.com)				
FINANCIAL SERVICES						
	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
	OMNIA Partners	OMNIA Partners (trane.com)				
	Anticipation Discount Program	Anticipation Discount Program (trane.com)				
	Energy Savings Contracting	Energy Savings Contracting (trane.com)				
TRAINING AND/OR EDUCATIONAL SERVICES						
	Trane HVAC Education & Training	Education & Training (trane.com)				
	Trane University	Trane University				
	Trane Education Center	TRANE Education Center - Browse Catalog (tranetechnologies.com)				
	Engineers Newsletters & Engineers Newsletters Live!	Engineers Newsletters (trane.com)				
MUNICIPAL SERVICES						
	Building Systems Upgrades	Building Systems (trane.com)				
	HVAC System Retrofits	HVAC System Retrofits (trane.com)				
	Existing HVAC Equipment Upgrades	HVAC Equipment Upgrades (trane.com)				

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
New building construction/ replacement including civil/earthwork, tankage, landscape along with energy conservation/LEED services						
Indoor Air Quality, Acoustics, Lighting		Wellsphere™ (trane.com)				
Window replacement						
Building Envelope						
Solar		Renewable Energy & Distributed Energy Resources (trane.com)				
Roof repair/replacement						
Streetlights						
Parking Lot Lights						
Pump Station /Lift station design build services						
Generator replacement/upgrade						
Vehicle retrofit for sustainable fuel/biofuel, electric, etc.						
Charging station installation						
Smart Cities - traffic signals, photo radar, photo streetlights, 5G		Local Government (trane.com)				
Energy Conservation (Mechanical, Electrical, Utility, Civil, Structural and Architectural)		Energy Conservation Measures (trane.com)				
Engineer & Contractor Support	Supporting Engineers who are designing the future	Consulting Engineer (trane.com)				

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Engineer & Contractor Support	Trane Contractor Solutions	Contractor (trane.com)				
Engineer & Contractor Support	Customer Direct Service	CDS Support Home (custhelp.com)				
Engineer & Contractor Support	BIM and Selection Tools	BIM and Selection Tools (trane.com)				
Engineer & Contractor Support	Civil Engineering					
Engineer & Contractor Support	Structural Engineering					

TECHNICAL INFORMATION

- All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.

All necessary technical information relating to the operation of equipment and systems, along with a list of spare parts recommended by manufacturers with part numbers to maintain and efficiently run the systems and equipment **are furnished by product type per job**. We do not furnish parts lists anymore as it is now maintained electronically. In order to save valuable time and paper resources, we have chosen to provide a sample of how we provide this information to our customers. Additional information is provided via link in the Product Information Matrix.

d. Record Keeping and Processing System

- d. Describe Bidder's record keeping and processing system for work performed.

ONLINE ACCESS TO RECORDS

- Bidder's ability to provide online access to records.

Trane's ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, ComfortSite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

EXPEDITING DELIVERY OF PRODUCT

- State any options for expediting delivery of product.

Trane's product order entry system, TOPPS, provides the ability of both emergency and rush orders. This system is unique in that it allows the flexibility of integrating the ERO (rush) orders into the standard order system without disruptions or excessive costs.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

Quick Ship Option Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or "fast-track" jobs with tight construction cycles.

Ever had the need to have cooling equipment available in a quick time frame, either for a specific fast-track project, replacement, retrofit job or emergency breakdown? Trane has an extensive stock of air-

cooled **Packed Stock Product** and water- cooled chillers, rooftops, ducted split systems to suit your needs for immediate delivery. Each factory carries stocked product that is available to ship within 24 hours. Stock is limited to common options, sizes, and configurations.

BACKORDER POLICY

- State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?

Trane strives to provide on-time delivery for all orders placed. Occasionally the Company is unable to immediately fill an order. In these instances, the back- ordered items or materials are automatically scheduled and delivered once the fill- rate is complete. In most instances, the Participating Public Agency would not be required to re-order items and would automatically receive the items when available.

RESTOCKING PROCEDURES FOR RETURNS

- State restocking procedures for returning products, if applicable.

Returns must have prior written approval by Company and are subject to restocking charge where applicable.

SPECIAL PROGRAMS

- Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.

Comfortsite

ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, Comfortsite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

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TRANE'S CAPACITY TO BROADEN CONTRACT SCOPE

- Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

Whenever a new product offering or service becomes available to the field, Trane will provide documentation for inclusion onto the HVAC Equipment and Services contract. This submission would include such information as suggested price discounting, market analysis, expected market penetration, related marketing materials for various vertical areas and technologies included. Once added to the contract, Trane would market the additions through internal eNewsletters, webinars, local seminars, and direct contact.

TRANE'S SAFETY POLICY

- Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.

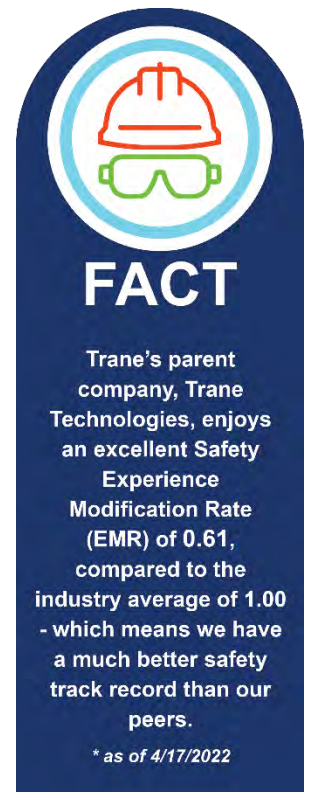
Safety Program and OSHA Practices Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61.

Safety Planning is woven into Trane's Construction/Installation Approach. An Environmental, Health and Safety (EH&S) Specialist is assigned to every project. This position is organizationally-independent and has the authority to stop work — or material in process — that does not meet quality installation and safety standards. The EH&S Specialist is responsible for standards (procedures, programs, and guidance) and compliance throughout all phases of project delivery.

The EH&S Specialist is involved in recurring review meetings to ensure unbiased assessments of the health of the project. The EH&S Specialist works with onsite personnel to monitor EH&S programs and ensure compliance with Trane's Safety program and Federal, state, and local regulatory requirements. He/she oversees that the site safety inspections, audits, site safety action register, reporting, and personnel safety training are accurate and up to date.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training — 20 hours per year
- Electrical safety — NFPA 70E compliant, electrical PPE
- Fall protection



FACT

Trane's parent company, Trane Technologies, enjoys an excellent Safety Experience Modification Rate (EMR) of 0.61, compared to the industry average of 1.00 - which means we have a much better safety track record than our peers.

* as of 4/17/2022

- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

Subcontractors are thoroughly pre-screened and qualified to fully vet their safety records and ratings, citation history for the last five years, OSHA (Occupational Safety and Health Administration) logs for the past three years, history of payment to vendors, financial viability, bonding capacity, proof of insurance, review of their company safety policy including employee commitment and involvement, worksite analysis, hazard control and training. Trane requires all subcontractors to hold **weekly safety meetings** to address any anticipated safety concerns or any outstanding safety issues that need to be addressed. Trane’s safety department requires strict compliance with the company’s safety policies and all OSHA requirements



QUALITY CONTROL

- Describe Bidder’s quality control processes.

Trane leverages industry-leading systems including ISO, Lean-Six Sigma, UL, CE, and other internal/external quality standards to ensure top quality products are provided to customers. Quality policy and programs are coordinated by our corporate functions and completed on a by product line and site of manufactured basis. Specific policy can be reviewed by specific area when required. Incremental to these key programs that are reviewed monthly by leadership team members, Trane products also have utilized four (4) initiatives to provide cost saving areas for our customer: ICS: Integrated Control Systems. The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System in place, Trane can provide our BAS system at a packaged program price.; D.F.T.: Demand Flow Technology, a mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Six Sigma

Trane has adopted Six-Sigma initiatives at all levels of the company to improve the processes managed by our business units. All employees in each manufacturing process are trained to QC manufacturing steps. Statistical samples of finished goods are routinely inspected to monitor product quality. Corporate keeps open dialogue with employees and distributors to monitor our quality of service and response.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions as specified in both ARI as well as ASHRAE. Trane then follows this performance with the industry’s premier warranty and service

support to ultimately provide the best value to the end users. Within the controls and automation teams, for example, Trane has adopted the mantra of “no bad jobs”. This business mindset is prevalent throughout Trane, from the factory to the field sales offices.

Our engineers are committed to continuous improvement across all our product lines. They work tirelessly to increase energy efficiency and performance for all our systems, from light commercial to large, applied solutions. It's our depth of experience that makes Trane commercial systems the best in the business.

Our approach to each customer is unique in that we are interested in creating a customer for life rather than selling widgets. That ensures we set expectations with the customer and work to meet or exceed those expectations. Product warranties are in place to make sure the quality is met.

PROBLEM ESCALATION

- Describe Bidder's problem escalation process.

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

The process used to expedite a service call to a service repair quotation starts with the initial service request. The Call Center time and date stamps each service call entry as well as informing the project manager, assigned to the account, of the service request. Once the technician is on the job and has identified the problem, he contacts the project manager and explains the problem and the recommended solution. Our project manager will then contact the customer's representative with the verbal repair quotation, estimated time for repair and request for approval. If the repair can be made at the time the technician is at the jobsite, he will be informed to perform the repair; if not, the project manager will inform the customer's representative with the scheduled repair date. All the project managers carry cell phones and are easily reached any time of the day or night. As an added means of assuring customer satisfaction, the communication center will call each customer location after each scheduled maintenance and quoted repair service. The results of this satisfaction survey are electronically returned to the Trane Project Manager and if further actions are required, they will be immediately addressed. The results are compiled and submitted for the customer's review on a predetermined time frame.

After Hours

The after-hours call center has an escalation process should the primary on-call technician not acknowledge the first call within 15 minutes. If the secondary technician fails to respond in 15 minutes, the area service manager is that contacted. During normal business hours, the service dispatcher will initially assess the call priority. The customer has the option to engage with the service manager if they have issues, concerns or questions with the call response or repairs(s) performed.

CUSTOMER COMPLAINTS

- Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?

Customer Satisfaction Survey

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Key Drivers for Fulfillment / Project Management:

- Functionality of the equipment/systems installed on the job
- Follow-up and follow through on commitments
- Labor resources assigned to the job
- Communication of schedule status
- Resolving issues as they come up

Key Drivers for Sales/Account Management:

- Level in expertise in developing solutions
- Responsiveness of account managers to questions and inquiries
- Time it took to provide a quote that met project requirements

A four-day Customer Satisfaction Training is delivered over 12 months to all offices. Below you will see the full training schedule:

Day 1

- Management Engagement
- Module 1: Understanding Expectations
- Module 2: Speak the Language of Excellence in Service

Day 2

- Module 3: Become a Master Communicator
- Module 4: Listening for Service Opportunities
- Module 5: The Power of a Good Question

Day 3

- Module 6: Dealing with Problems, Complaints and Concerns
- Module 7: Dealing with that Difficult Person
- Module 8: Restore and Rebuild Broken Relationships

Day 4

- Module 9: Communicating Under Pressure – How to be Calm and Effective
- Module 10: How to be a Customer Service Superstar
- Module 11: Achieve Customer Loyalty and Advocacy

These surveys are analyzed, scored, and reviewed monthly. Low scores are immediately handled by Contracting Leaders. Area Service Managers are provided a score and trend quarterly. Low scores are immediately handled by the Service Manager. All employees have metrics in place to measure their role in customer satisfaction as well. District scores are published within the company, breeding a friendly-competition and best practice sharing for continuous improvement.

POST-INSTALLATION SUPPORT

- Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.

Optimizing HVAC System

To help you ensure that the customer's new system is properly installed and operating at maximum efficiency during the critical first years of operations, Trane Building Services provides startup services with comprehensive HVAC Startup Services and HVAC warranty service agreements.

HVAC Warranty Service Agreements

Trane provides a variety of extended warranties to allow customers another opportunity to manage their ongoing costs of operations. The nature of Trane HVAC equipment, and truly any mechanical equipment, means that it requires service as it operates. While they receive a standard parts warranty as the original purchaser, our extended warranties help them project their costs and protect their business against increases in material and/or labor costs.

Operating and Maintaining Building

Trane offers HVAC unit repair services that assure continued efficient operation of equipment. Trane can also provide proactive HVAC service plans with scheduled service, select service, and extended warranties to help reduce unplanned repair expenses and to reduce the risk of catastrophic system failure.

Upgrade and Improve Existing System

Compressor and control renewal options offered by Trane Building Services can help bring older chiller systems up to current standards. You can also upgrade chillers with the latest Trane HVAC upgrades. Add value to buildings by addressing energy management, environmental impact, compliance issues, and building lifetime planning through commercial HVAC contracting services and solutions. For temporary or special occasion cooling needs, Trane Building Services provides temporary chillers and rental options. We can also set up cooling contingency plans as part of an overall emergency preparedness plans for scheduled or emergency outages in buildings.

Building Services Commitment

The service professionals of Trane Building Services are committed to ensuring the equipment functions at its highest level of efficiency. With over a century of experience in the industry, Trane Building Services has a clear understanding of how facility management needs change as business and as technology changes. You can always trust Trane Building Services to deliver on promises and provide the highest level of industry knowledge and service for the government entities' equipment.

First year parts and labor warranty support is offered by the Trane service group on Centrifugal chillers and water-cooled Rotary Chillers. All other equipment has a one-year parts warranty (unless extended warranties are purchased) and a labor warranty by Trane as part of the standard contract terms with U.S. Communities. Optional extended parts and labor warranties are offered and must be purchased prior to the units being started.

A customer will receive a standard 12/18 warranty on new equipment (basically a parts only warranty). Government entities can buy two different types of warranties thru Trane after the equipment has been shipped:

Option 1: Extended Service Warranty

- Warranty: All parts and labor warranty from Trane factory.
- Requirements: Trane Affiliated Service Company must do a minimum of four inspections.
- Eligible equipment: Trane equipment *that is still at least 2 months within standard 12/18 warranty with no major failures. Warranty must be purchased within 6 months of startup but not later than 16 months from shipment*
- Labor (and refrigerant) warranties must be purchased prior to *initial unit startup*

Option 2: Extended Service Warranty- Expanded

- Warranty: Parts warranty from Trane factory and Labor warranty from Trane Affiliated
- Service Company (good for the 2nd-5th year or 6th-10th year extended warranties).
- Requirements: Trane Affiliated Service Company must do a minimum of six inspections.
- Eligible equipment: Trane equipment that is either just out of the standard 12/18-month warranty OR will soon be out of an extended warranty (for example 2nd-5th year extended parts warranty). Warranty must be purchased within 6 months of startup but not later than 16 months from shipment
- Labor (and refrigerant) warranties must be purchased prior to initial unit startup
- After we complete the upgrades and construction for a Turnkey Contracting Services project, Trane will deliver the documentation needed to keep the investment working properly. We will provide one preliminary copy of as-built drawings—floor plans showing the actual building layouts—and an advance copy of the Operations & Maintenance (O&M) manual. Once these deliverables are reviewed and approved, Trane will submit two copies of final O&M documents, including:
 - o As-built system or installation drawings (or both)
 - o Equipment submittals
 - o Service and maintenance procedure *manuals*
 - o User and technical *manuals*

O&M Summary

Trane eliminates confusion and complexity about who is responsible for maintenance, repair which rest with the customer. As a large global company, we have the leverage to keep costs down for replacement parts—our own and those of other manufacturers. Our integrated approach means that

Trane engineers and technicians are trained to work with many brands of equipment, and our extensive network ensures that we have resources close to your building.

At the same time, we have local expertise throughout the country – people who understand the climate, economy, utilities and issues your organization faces. They are your most valuable advisors.

Long-Term Operations and Maintenance Support

Upgraded building systems are meant to save money on energy and cost less to maintain for many, many years. Trane stands by customers to help keep systems working at top efficiency, reduce the chances of equipment failure, and give facilities management the expertise to reach new levels of efficiency. Trane offers a variety of ongoing support opportunities, including training in the optimal operation of HVAC systems. Trane can also provide remote systems monitoring and performance reporting.

DEFECTIVE PRODUCTS

- Describe the process for replacement or repair of defective products and warranty related issues.

Process Steps For Replacement / Repair Of Defective Products & Warranty Related Issues

1. Determine if the problem is a unit or system problem.
2. If a unit problem, determine level of urgency—nonfunctioning, intermittent, etc.,
3. Parts or parts with labor?
4. Work with local office to schedule repair. We will ship all U.S. Communities projects with 1st year parts and labor warranties.

Parts and Labor Warranty. Parts Warranty – 12/18

- Trane new equipment warranty terms call for the replacement of defective parts discovered within 12 months of initial start-up or 18 months from date of shipment (12/18 terms), whichever is less.
- Extended parts warranties are also available

Trane Standard Warranty – 12/18

- Standard warranty states that our products will be free from defects in material and workmanship and have the capacities and ratings set forth in the submitted literature, provided that no warranty is made against corrosion, erosion, or deterioration.
- Same 12/18 terms as above

Quick Ship Option

Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or “fast-track” jobs with tight construction cycles.

UNIT REPAIR VS. UNIT REPLACEMENT

- Describe how Bidder evaluates and determines unit repair versus unit replacement.

Unit repair versus unit replacement is primarily based in pre-established warranties mutually agreed upon within the contract. One year from date of purchase is standard, additional extended warranties are available for purchase.

The following HVAC extended warranties are available for purchase before the ship date of the applicable equipment to give you added peace of mind:

Types of Extended Warranties

An extended Trane warranty is available for purchase before the ship date of the equipment.

- **Delayed Start-Up:** When start-up of new equipment will be delayed beyond six months after shipment, the delayed start-up warranty will postpone the commencement date of the first-year part warranty.
- **Whole Unit Parts Warranty:** The extended whole unit parts warranty begins at the expiration of the standard warranty. And like the standard warranty, the whole unit parts warranty will replace any covered part that is found to be defective in material or manufacture.
- **Compressor Warranty:** In the event a part in the compressor assembly of a Trane unit or a part in the motor/compressor assembly of a Trane centrifugal chiller covered by this warranty is found to be defective, this warranty will provide for a replacement compressor or part (at the discretion of Trane).
- **Labor Warranty:** When a part covered under warranty is found to be defective, the labor warranty will provide for labor to install the replacement part. Note that 'compressor only' labor warranty covers labor to replace applicable parts on that assembly only. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.
- **Refrigerant Warranty:** The refrigerant warranty will provide for replacement refrigerant to restore a unit to the proper refrigerant charge if a warranted part on the Trane unit is found to be defective.
- **Low Voltage Controls Parts Warranty:** The low voltage controls parts warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). The parts warranty begins at the expiration of the standard warranty and covers the low voltage controls components included in the PPS which are found to be defective in material or manufacture.
- **Low Voltage Controls Labor Warranty:** The low voltage controls labor warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). This warranty covers labor to repair/replace low voltage controls components included in the PPS option only. When a part covered under warranty fails, this warranty will provide labor to repair/replace the covered component. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.

INVOLVEMENT OF OTHER COMPANIES

- Identify all other companies that may be involved in processing, handling, shipping, products and/or services.

Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance. Carrier specifics vary by mode, origin/destination points and customer requirements.

DISTRIBUTION FACILITIES

- Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.

Trane has 6 express warehouses, 2 Global parts warehouses, 11 plant sites, 25 retail parts centers, and 205 parts/supply facilities.

ORDER INFORMATION

- Provide order information to include available ordering methods and available payment terms.

Trane offices utilize a myriad of systems with which to conduct and manage the businesses. For commercial equipment, services, installations, energy services, etc., the offices utilize Sales Force for initial data entry and tracking. The information is then transferred into other online systems, depending on the project type.

Equipment projects begin with online selection tools that define unit capacity based on jobsite conditions. These tools also define the electrical requirements, weights, unit sizes and such. Once each unit is selected, the system then transfers these selections to online pricing tools and ultimately, to the manufacturing plants themselves for fabrication. Trane has many manufacturing plants located throughout North America. The type of equipment determines which plant will be used for fabrication as well as the necessary materials required, manufacturing timelines, labor resources, etc. Once the fabrication is complete, all items for a particular project are consolidated for shipment and ultimate delivery to the jobsite.

Service projects begin with an online estimating tool that helps define the necessary labor resources required to fulfil a specific task. Each task is compiled into a complete job portfolio which then defines the ultimate size and scope of the service project. Service projects can vary in both size and complexity, involving a single or multiple technical resources as well as outside expertise.

Installation projects begin with an online estimating tool that will help define the overall project scope, necessary jobsite resources, materials necessary to fulfill a given scope of work, identified project risks, non-company labor trades required, etc. This tool will also help develop the overall project timeline, Gantt charting, material ordering points, etc.

Service repair parts are managed through an online system that determines product availability, stocking locations, unit pricing, stock replenishment points, etc. Service parts are available from local Trane commercial sales offices as well as several national parts stocking points. These retail outlets work with both the internal and external customers, such as agencies working through a Racine cooperative contract.

Most projects are extended net-30-day status for credit terms. Open terms are established based on the agency's credit worthiness and payment history. Agencies are encouraged to work with their assigned

Trane account manager if other needs are required. Trane also offers pre-payment discount options should agencies wish to explore those project investment opportunities.

SUPPORT CENTERS

- Provide the number and location of support centers (if applicable).

Trane has 124 Project/Sales offices and 205 parts/supply facilities. Please note: some parts/supply facilities are located at the same address as project sales offices.

Project/Sales Offices			
State	Function	Address	City
Alabama	Birmingham, AL Sales Office	1030 London Drive, Suite 100,	Birmingham
Alabama	Huntsville, AL Sales Office	301 James Record Road, Building 200, Suite 100	Huntsville
Alabama	Mobile, AL Sales Office	124 E I-65 Service Road North	Mobile
Alabama	Montgomery, AL Sales Office	915 Lagoon Business Loop	Montgomery
Alaska	Anchorage, AK Sales Office	12101 Industry Way, Suite C1	Anchorage
Arizona	Phoenix, AZ Sales Office	850 W. Southern Avenue	Tempe
Arizona	Tucson, AZ Sales Office	4520 South Coach Drive	Tucson
Arkansas	Little Rock, AR Sales Office	10303 Colonel Glenn Rd.	Little Rock
Arkansas	Springdale, AR Sales Office	401 Skyler Street	Springdale
California	Fresno, CA Sales Office	3026 North Business Park Avenue, Suite 104	Fresno
California	Los Angeles, CA Sales Office	3253 E. Imperial Highway	Brea
California	Petaluma, CA Sales Office	1343 Redwood Way	Petaluma
California	Sacramento, CA Sales Office	4145 Delmar Avenue	Rocklin
California	San Diego, CA Sales Office	3565 Corporate Ct	San Diego
California/Pacific Coast Trane	Oakland, CA Sales Office	383 4th St. #202	Oakland
California/Pacific Coast Trane	San Francisco, CA Sales Office	310 Soquel Way	Sunnyvale
Colorado	Colorado Springs, CO Sales Office	4840 List Drive	Colorado Springs
Colorado	Denver, CO Sales Office	445 Bryant Street, Unit 5	Denver
Colorado	Fort Collins, CO Sales Office	2416 Donella Court, Unit D	Fort Collins
Colorado	Grand Junction, CO	2387 River Rd, Unit 110	Grand Junction
Connecticut	Hartford, CT Sales Office	716 Brook Street, Suite 130	Rocky Hill
Delaware/Seiberlich Trane	Wilmington, DE Sales Office	66 Southgate Blvd., Southgate Industrial Park	New Castle
Florida	Fort Myers, FL Sales Office	6461 Topaz Court	Fort Myers
Florida	Jacksonville, FL Sales Office	8929 Western Way	Jacksonville
Florida	Miami, FL Sales Office	2884 Corporate Way	Miramar
Florida	Orlando, FL Sales Office	2301 Lucien Way, Suite 430	Maitland
Florida	Pensacola, FL Sales Office	580 E Burgess Rd Suite A-2	Pensacola
Florida	Tallahassee, FL Sales Office	109 Hamilton Park Drive, Suite 1	Tallahassee
Florida	Tampa, FL Sales Office	902 Himes Avenue	Tampa
Florida	West Palm Beach, FL Sales Office	6965 Vista Parkway N, Ste. 11	West Palm Beach

Project/Sales Offices			
State	Function	Address	City
Georgia	Atlanta, GA Sales Office	4000 Dekalb Technology Parkway, Building 100	Atlanta
Georgia	Augusta, GA Sales Office	804 Trane Road	Augusta
Georgia	Macon, GA	125 Macon West Drive	Macon
Georgia	Savannah, GA Sales Office	3609 Ogeechee Road, Suite A	Savannah
Hawaii	Honolulu, HI Sales Office	2969 Mapunapuna Pl., Ste. 101	Honolulu
Idaho	Boise, ID Sales Office	351 North Mitchell St., Ste. 110	Boise
Illinois	Trane Chicago Sales Office	7100 S. Madison	Willowbrook
Indiana	Fort Wayne, IN Sales Office	6602 Innovation Blvd.	Fort Wayne
Indiana	Indianapolis, IN Sales Office	8100 E 106th Street	Fishers
Indiana	South Bend, IN Sales Office	3725 Cleveland Road, Suite 300	South Bend
Indiana	Evansville, IN Sales Office	1024 East Sycamore Street	Evansville
Iowa	Davenport, IA Sales Office	4801 Grand Ave	Davenport
Iowa	Des Moines, IA Sales Office	2220 NW 108th Street	Clive
Kansas	Kansas City Sales Office	11211 Lakeview Avenue	Lenexa
Kansas	Wichita, KS Sales Office	120 S. Ida Street	Wichita
Kentucky	Lexington, KY Sales Office	2350 Fortune Drive	Lexington
Kentucky	Louisville, KY Sales Office	12700 Plantside Drive	Louisville
Louisiana	Baton Rouge, LA Sales Office	11534 Cloverland Ave	Baton Rouge
Louisiana	New Orleans Sales Office	4013 N. I-10 Service Rd. West	Metairie
Louisiana	Shreveport, LA Sales Office	9225 Premier Ct	Shreveport
Maine	Portland, ME Sales Office	860 Spring Street, Unit #1	Westbrook
Maryland	Hunt Valley, MD Sales Office	10947 Golden West Dr., Ste. 100	Hunt Valley
Maryland/Boland Trane	Washington, D.C. Sales Office	30 West Watkins Mill Road	Gaithersburg
Massachusetts	Boston, MA Sales Office	181 Ballardvale Street, Suite 201	Wilmington
Massachusetts	Springfield, MA Sales Office	90 Carando Drive	Springfield
Michigan	Detroit, MI Sales Office	37001 Industrial Road	Livonia
Michigan	Flint, MI Sales Office	5335 Hill 23 Drive	Flint
Michigan	Lansing, MI Sales Office	3350 Pine Tree Road	Lansing
Michigan	West Michigan Sales Office	5005 Corporate Exchange Boulevard S.E.	Grand Rapids
Minnesota	Twin Cities Sales Office	775 Vandalia Street	St. Paul
Mississippi	Jackson, MS Sales Office	851 Wilson Drive, Suite A	Ridgeland
Missouri	Springfield, MO Sales Office	540 N. Cedarbrook	Springfield
Missouri	St. Louis, MO Sales Office	101 Matrix Commons Drive	Fenton
Montana/Armacost Trane	Billings, MT Sales Office	3311 4th Ave. North, Suite 4	Billings
Montana/Armacost Trane	Great Falls, MT	422 9th Street S. (59405), P.O. Box 2642 (59403)	Great Falls
Nebraska	Omaha, NE Sales Office	11937 Portal Road	La Vista
Nevada	Reno, NV Sales Office	5595 Equity Avenue, Suite 100	Reno
New Hampshire	Manchester, NH Sales Office	15 Constitution Drive, Suite 2K	Bedford

Project/Sales Offices			
State	Function	Address	City
New Jersey	Trane New Jersey Sales Office	19 Chapin Rd., Bldg. B, Suite 200	Pine Brook
New Mexico	Albuquerque	5501 San Diego Avenue NE	Albuquerque
New York	Albany, NY Sales Office	301 Old Niskayuna Road, Ste. 1	Latham
New York	Buffalo, NY Sales Office	45 Earhart Drive, Suite 103	Buffalo
New York	Long Island, NY Sales Office	245 Newtown Road, Suite 500	Plainview
New York	New York, NY Sales Office	10-27 46th Avenue	Long Island City
New York	Rochester, NY Sales Office	75 Town Centre Drive, Suite 300	Rochester
New York	Syracuse, NY Sales Office	15 Technology Place	East Syracuse
North Carolina	Asheville, NC Sales Office	168 Sweeten Creek Road	Asheville
North Carolina	Charlotte, NC Sales Office	4501 S. Tryon Street	Charlotte
North Carolina	Greensboro, NC Sales Office	2025 16th Street	Greensboro
North Carolina	Raleigh, NC Sales Office	401 Kitty Hawk Drive	Morrisville
North Carolina/ Brady Trane	Wilmington, NC Sales Office	6736-A Netherlands Drive	Wilmington
North Dakota	Fargo, ND Sales Office	3417 7th Ave N, Suite D	Fargo
Ohio	Cincinnati, OH Sales Office	10300 Springfield Pike	Cincinnati
Ohio	Cleveland, OH Sales Office	9555 Rockside Road	Valley View
Ohio	Columbus, OH Sales Office	2300 CityGate Drive, Suite 100	Columbus
Ohio	Toledo, OH Sales Office	1001 Hamilton Drive	Holland
Ohio/Waibel Trane	Dayton, OH Trane Sales Office	7446 Webster Street	Dayton
Oklahoma	Oklahoma City Sales office	305 Hudiburg Circle	Oklahoma City
Oklahoma	Tulsa Sales Office	2201 N Willow Ave	Broken Arrow
Oregon	Portland, OR Sales Office	7257 SW Kable Lane	Portland
Pennsylvania	Allentown, PA Sales Office	5925 Tilghman St #300	Allentown
Pennsylvania	Harrisburg, PA	3909 TecPort Drive	Harrisburg
Pennsylvania	Pittsburgh, PA Sales Office	400 Business Center Drive	Pittsburgh
Pennsylvania	Tozour Energy Systems	3606 Horizon Drive	King of Prussia
Pennsylvania	Wilkes-Barre, PA Office	1185 North Washington Street	Wilkes-Barre
Rhode Island	Providence, RI Sales Office	10 Hemingway Drive	East Providence
South Carolina	Charleston, SC Sales Office	4951 Rivers Avenue	North Charleston
South Carolina	Columbia, SC Sales Office	111 Lott Court	West Columbia
South Carolina	Greenville, SC Sales Office	412 Fairforest Way	Greenville
South Dakota	Sioux Falls, SD	6225 South Pinnacle Pl., Ste. 101	Sioux Falls
Tennessee	Chattanooga, TN Sales Office	6138 Preservation Dr., Ste. 500	Chattanooga
Tennessee	Knoxville, TN Sales Office	5220 S. Middlebrook Pike	Knoxville
Tennessee	Memphis, TN	1775 Pyramid Place, Suite 100	Memphis
Tennessee	Nashville, TN Sales Office	601 Grassmere Park Dr., Ste. 10	Nashville
Tennessee	Kingsport, TN Sales Office	10384 Wallace Alley Street	Kingsport
Texas	El Paso, TX Sales Office	1405 Vanderbilt Drive	El Paso
Texas	Austin, TX Sales Office	9801 Metric Blvd, Suite 400	Austin
Texas	Corpus Christi, TX Sales Office	2828 Wow Road, Unit B	Corpus Christi
Texas	Dallas, TX	1617 Hutton Drive	Carrollton
Texas	Fort Worth, TX Sales Office	4200 Sylvania Ave.	Fort Worth

Project/Sales Offices			
State	Function	Address	City
Texas	Lubbock, TX Sales Office	8308 Upland Avenue	Lubbock
Texas	San Antonio, TX	9535 Ball Street, Suite 1100	San Antonio
Texas	Weslaco, TX Sales Office	1240 N. Votech Drive	Weslaco
Texas/Hunton Trane	Houston, TX Sales Office	10555 Westpark Drive	Houston
Utah	Salt Lake City, UT	2817 South 1030 West	Salt Lake City
Vermont	Burlington, VT Sales Office	177 Leroy Road	Burlington
Virginia	Richmond, VA Sales Office	10408 Lakeridge Pkwy., Ste. 100	Ashland
Virginia	Roanoke, VA Sales Office	2303 Trane Drive	Roanoke
Virginia/Damuth Trane	Norfolk, VA Sales Office	1100 Cavalier Blvd.	Chesapeake
Washington	Seattle, WA Sales Office	2333 158th Court NE	Bellevue
Washington	Spokane, WA Sales Office	11002 E Montgomery Drive, Suite #500	Spokane Valley
Wisconsin	Appleton, WI Sales Office	2500 N Lynndale Dr, Suite H	Appleton
Wisconsin	Madison, WI Sales Office	5302 Voges Road	Madison
Wisconsin	Milwaukee, WI Sales Office	234 W. Florida St, 6th Floor	Milwaukee

Parts/Supply Locations			
State	Function	Address	City
Alabama	Trane Supply	1030 London Drive	Birmingham
Alabama	Trane Supply	301 James Record Road	Huntsville
Alabama	Trane Supply	124 E I-65 Service Road North	Mobile
Alabama	Trane Supply	915 Lagoon Business Loop	Montgomery
Alaska	Trane Supply	12101 Industry Way	Anchorage
Arizona	Trane Supply	220 E Germann Rd	Gilbert
Arizona	Trane Supply	720 East Auto Center Dr	Mesa
Arizona	Trane Supply	21415 N 15th Lane	Phoenix
Arizona	Trane Supply	437 W. Fairmont Dr	Tempe
Arizona	Trane Supply	10115 W Van Buren	Tolleson
Arizona	Trane Supply	2165 N Forbes Blvd. Suite 107	Tucson
Arkansas	Trane Supply	19 Colonel Glenn Plaza Rd.	Little Rock
Arkansas	Trane Supply	401 Skyler Street	Springdale
California	Trane Supply	21720 Wilmington Ave	Carson
California	Trane Supply	20450 East Walnut Dr North	Diamond Bar
California	Trane Supply	3026 North Business Park Ave.	Fresno
California	Trane Supply	3631 San Fernando Rd	Glendale
California	Trane Supply	4380 Warehouse Court	North Highlands
California	Trane Supply	2222 Kansas Ave	Riverside
California	Trane Supply	4145 Delmar Avenue	Rocklin
California	Trane Supply	3565 Corporate Ct	San Diego
California	Trane Supply	15551 Redhill Ave	Tustin
California	Pacific Coast Trane	890 Service St. Unit A	San Jose
Colorado	Trane Supply	4840 List Drive	Colorado Springs

Parts/Supply Locations

State	Function	Address	City
Colorado	Trane Supply	445 Bryant Street	Denver
Colorado	Trane Supply	67 Inverness Dr East	Englewood
Colorado	Trane Supply	2416 Donella Court	Fort Collins
Colorado	Trane Supply	2387 River Rd	Grand Junction
Connecticut	Trane Supply	485 Ledyard St.	Hartford
Connecticut	Trane Supply	178 Wallace St.	New Haven
Connecticut	Trane Supply	47 Harbor View Ave.	Stamford
Delaware	Seiberlich Trane HVAC Parts & Supplies	66 Southgate Blvd.	New Castle
Florida	Trane Supply	12385 Automobile Blvd.	Clearwater
Florida	Trane Supply	970 N. Clyde Morris Blvd.	Daytona Beach
Florida	Trane Supply	2660 NW 89 Court	Doral
Florida	Trane Supply	6461 Topaz Court	Fort Myers
Florida	Trane Supply	16520 Scheer Blvd.	Hudson
Florida	Trane Supply	8929 Western Way	Jacksonville
Florida	Trane Supply	10592 Balmoral Circle E	Jacksonville
Florida	Trane Supply	12750 SW 125th Ave.	Miami
Florida	Trane Supply	11600 Miramar Parkway	Miramar
Florida	Trane Supply	544 Commercial Boulevard	Naples
Florida	Trane Supply	3401 Wd Judge Dr. Ste 110	Orlando
Florida	Trane Supply	9424 Southridge Park Court	Orlando
Florida	Trane Supply	580 E Burgess Rd.	Pensacola
Florida	Trane Supply	2103 SW 3 St.	Pompano Beach
Florida	Trane Supply	400 NW Enterprise Dr.	Port St. Lucie
Florida	Trane Supply	2224 72nd Terrace East	Sarasota
Florida	Trane Supply	109 Hamilton Park Drive	Tallahassee
Florida	Trane Supply	4720 East Adamo Drive	Tampa
Florida	Trane Supply	6965 Vista Parkway North	West Palm Beach
Georgia	Trane Supply	5980 Peachtree Rd.	Atlanta
Georgia	Trane Supply	804 Trane Road	Augusta
Georgia	Trane Supply	3547 Gentian Blvd	Columbus
Georgia	Trane Supply	2625 Pinemeadow Court	Duluth
Georgia	Trane Supply	5021 Old Dixie Hwy	Forest Park
Georgia	Trane Supply	2140 Barrett Park Drive	Kennesaw
Georgia	Trane Supply	125 Macon West Drive	Macon
Georgia	Trane Supply	3061 Kingston Ct. SE	Marietta
Georgia	Trane Supply	1175 Northmeadow Parkway	Roswell
Georgia	Trane Supply	3609 Ogeechee Road	Savannah
Hawaii	Trane Supply	2969 Mapunapuna Place	Honolulu
Idaho	Trane Supply	351 North Mitchell Street	Boise
Illinois	Trane Supply	2601 Beverly Dr.	Aurora
Illinois	Trane Supply	1322 Barclay Blvd.	Buffalo Grove
Illinois	Trane Supply	301 E Mercury Drive	Champaign
Illinois	Trane Supply	920 W. Pershing Rd.	Chicago

Parts/Supply Locations

State	Function	Address	City
Illinois	Trane Supply	1605 Eastport Plaza Dr	Collinsville
Illinois	Trane Supply	2410 Vantage Dr.	Elgin
Illinois	Trane Supply -	7950 West 185th St.	Tinley Park
Illinois	Trane Supply	7100 S. Madison St.	Willowbrook
Indiana	Trane Supply	1458 S. Liberty Dr.	Bloomington
Indiana	Trane Supply	14289 W Commerce Road	Daleville
Indiana	Trane Supply	6602 Innovation Blvd	Fort Wayne
Indiana	Trane Supply	5355 N Post Rd.	Indianapolis
Indiana	Trane Supply	2363 Perry Rd.	Plainfield
Indiana	Trane Supply	3725 Cleveland Rd	South Bend
Indiana	Trane Supply	1024 East Sycamore Street	Evansville
Iowa	Trane Supply	2165 NW 108th Street	Clive
Iowa	Trane Supply	4801 Grand Ave	Davenport
Kansas	Trane Supply	9972 Lakeview Ave	Lenexa
Kansas	Trane Supply	130 S. Ida Street	Wichita
Kansas	Trane Supply	2700 Bi State Dr.	Kansas City
Kansas	Trane Supply	2724 NE Independence Ave	Lee's Summit
Kentucky	Trane Supply	141 Center Street	Bowling Green
Kentucky	Trane Supply	1360 Donaldson Hwy	Erlanger
Kentucky	Trane Supply	2350 Fortune Drive	Lexington
Kentucky	Trane Supply	12850 Plantside Drive	Louisville
Kentucky	Trane Supply	1000 E. Market Street	Louisville
Louisiana	Trane Supply	6316 Fieldstone Drive	Baton Rouge
Louisiana	Trane Supply	530 Elmwood Park Blvd.	Harahan
Louisiana	Trane Supply	5400 Pepsi St. Suite H	Harahan
Louisiana	Trane Supply	9225 Premier Ct	Shreveport
Maine	Trane Supply	860 Spring Street	Westbrook
Maryland	Trane Supply	899 Airport Park Rd.	Glen Burnie
Maryland	Trane Supply	2208 Greenspring Dr.	Timonium
Maryland	Boland HVAC Parts & Supplies	30 W. Watkins Mill Road	Gaithersburg
Massachusetts	Trane Supply	100 Messina Dr.	Braintree
Massachusetts	Trane Supply	5A Polito Dr.	Shrewsbury
Massachusetts	Trane Supply	90 Carando Drive	Springfield
Massachusetts	Trane Supply	96 Commerce Way	Woburn
Massachusetts	Trane Supply	1050 Holt Ave.	Manchester
Michigan	Trane Supply	1947 S Industrial Highway	Ann Arbor
Michigan	Trane Supply	2410 Austins Parkway	Flint
Michigan	Trane Supply	1200 Monroe Ave NW	Grand Rapids
Michigan	Trane Supply	3350 Pinetree Road	Lansing
Michigan	Trane Supply	33725 Schoolcraft Rd.	Livonia
Michigan	Trane Supply	251 Executive Dr.	Troy
Minnesota	Trane Supply	7860 12th Ave South	Bloomington
Minnesota	Trane Supply	800 Berkshire Lane	Plymouth
Minnesota	Trane Supply	720 Vandalia Street	St. Paul

Parts/Supply Locations

State	Function	Address	City
Mississippi	Trane Supply	851 Wilson Drive	Ridgeland
Missouri	Trane Supply	3663 Corporate Trail Dr.	Earth City
Missouri	Trane Supply	101 Matrix Commons Drive	Fenton
Missouri	Trane Supply	2101 West Sunset St.	Springfield
Montana	Armacost Trane Supply	3311 4th Ave. North	Billings
Montana	Armacost Trane Supply	422 9th Street South	Great Falls
Nebraska	Trane Supply	4408 S 108th St	Omaha
Nevada	Trane Supply	4375 South Valley View Boulevard, Suite D	Las Vegas
New Hampshire	Trane Supply	1050 Holt Ave. Unit 11	Manchester
New Jersey	Trane Supply	26 Chapin Road	Pine Brook
New Jersey	Trane Supply	3005 Hadley Rd.	South Plainfield
New Jersey	Trane Supply	800 Huyler St.	Teterboro
New Mexico	Trane Supply	5501 San Diego Avenue NE	Albuquerque
New York	Trane Supply	51 Railroad Ave.	Albany
New York	Trane Supply	115 49th St.	Brooklyn
New York	Trane Supply	2916 Walden Ave, Suite 250	Depew
New York	Trane Supply	6211 E. Molloy Rd.	East Syracuse
New York	Trane Supply	12 Skyline Dr.	Hawthorne
New York	Trane Supply	40-01 Crescent St.	Long Island City
New York	Trane Supply	245 Newtown Road	Plainview
New York	Trane Supply	1046 University Ave.	Rochester
North Carolina	Trane Supply	168 Sweeten Creek Road	Asheville
North Carolina	Trane Supply	4501 S. Tryon Street	Charlotte
North Carolina	Trane Supply	8810-B Airpark West Dr.	Charlotte
North Carolina	Trane Supply	1265 19th St Ln NW	Hickory
North Carolina	Trane Supply	12857 Independence Blvd.	Matthews
North Carolina	Brady Parts Center	6736-A Netherlands Drive	Wilmington
North Carolina	Brady Parts Center	8408 Triad Drive	Greensboro
North Carolina	Brady Parts Center	4306 Bennett Memorial Rd.	Durham
North Carolina	Brady Parts Center	4437 Beryl Road	Raleigh
North Dakota	Trane Supply	3417 7th Ave N	Fargo
Ohio	Trane Supply	10300 Springfield Pike	Cincinnati
Ohio	Trane Supply	2300 City Gate Drive	Columbus
Ohio	Trane Supply	2188 North Wilson Rd	Columbus
Ohio	Trane Supply	7446 Webster St.	Dayton
Ohio	Trane Supply	1001 Hamilton Drive	Holland
Ohio	Trane Supply	6050 Towpath Dr	Valley View
Oklahoma	Trane Supply	2205-A N Willow Ave	Broken Arrow
Oklahoma	Trane Supply	3450 S. MacArthur Blvd.	Oklahoma City
Oregon	Trane Supply	7244 SW Durham Road, Ste. 100	Portland
Pennsylvania	Tozour Trane Parts Center	2 Executive Dr.	Moorestown
Pennsylvania	Trane Supply	5925 Tilghman St.	Allentown

Parts/Supply Locations

State	Function	Address	City
Pennsylvania	Trane Supply	102 Four Coins Dr. Ext.	Canonsburg
Pennsylvania	Trane Supply	122 Equity Dr.	Greensburg
Pennsylvania	Trane Supply	491 Blue Eagle Ave.	Harrisburg
Pennsylvania	Tozour Trane HVAC Parts & Supply	480 Drew Court	King of Prussia
Pennsylvania	Trane Supply	3042 New Beaver Ave.	Pittsburgh
Pennsylvania	Trane Supply	1185 North Washington Street	Wilkes-Barre
Rhode Island	Trane Supply	333 Niantic Ave Unit B	Providence
South Carolina	Trane Supply	412 Fairforest Way	Greenville
South Carolina	Trane Supply	4951 Rivers Avenue	North Charleston
South Carolina	Trane Supply	130 Monroe Dr.	Simpsonville
South Carolina	Trane Supply	2180 Chesnee Highway	Spartanburg
South Carolina	Trane Supply	1510 Key Road	West Columbia
South Dakota	Trane Supply	609 North Kiwanis Ave.	Sioux Falls
Tennessee	Trane Supply	4157 South Creek Rd.	Chattanooga
Tennessee	Trane Supply	1609 Amherst Rd.	Knoxville
Tennessee	Trane Supply	355 Mason Road	La Vergne
Tennessee	Trane Supply	6972 Appling Farms	Memphis
Tennessee	Trane Supply	4140 Getwell Rd.	Memphis
Tennessee	Trane Supply	601 Grassmere Park Drive	Nashville
Tennessee	Trane Supply	10390 Wallace Alley Street	Kingsport
Texas	Trane Supply	26 Walter Jones Blvd., Suite E	El Paso
Texas	Trane Supply	4905 New York Ave.	Arlington
Texas	Trane Supply	9801 Metric Blvd.	Austin
Texas	Trane Supply	2209A Rutland Dr.	Austin
Texas	Trane Supply	4401 Freidrich Lane	Austin
Texas	Trane Supply	1617 Hutton Drive	Dallas
Texas	Trane Supply	503 W. Owassa Rd.	Edinburg
Texas	Trane Supply	4200 N. Sylvania Ave.	Fort Worth
Texas	Trane Supply	10665 Sanden Dr. Suite 180	Garland
Texas	Trane Supply	8308 Upland Avenue	Lubbock
Texas	Trane Supply	115 Industrial Blvd.	McKinney
Texas	Trane Supply	5590 South Buckner Blvd. #100	Mesquite
Texas	Trane Supply	2469 Freedom Dr.	San Antonio
Texas	Trane Supply	4940 Eisenhower Rd.	San Antonio
Texas	Hunton Distribution	16335 Central Green Blvd.	Houston
Texas	Hunton Distribution	10560 Bissonnet Street Suite 100	Houston
Utah	Trane Supply	2817 South 1030 West	Salt Lake City
Virginia	Trane Supply	10404 Lakeridge Parkway	Ashland
Virginia	Trane Supply	1215 E. Market St.	Charlottesville
Virginia	Trane Supply	11205 New Albany Dr.	Fredericksburg
Virginia	Trane Supply	115 Bradley Dr.	Lynchburg
Virginia	Trane Supply	14000 Justice Rd.	Midlothian
Virginia	Trane Supply	2301 Trane Drive	Roanoke

Parts/Supply Locations				
State	Function	Address	City	
Virginia	Damuth Trane	1104 Cavalier Blvd.	Chesapeake	
Virginia	Damuth Trane	230 Clearfield Ave Ste 126	Virginia Beach	
Virginia	Damuth Trane	507 Muller Ln.	Newport News	
Washington	Trane Supply	19201 120th Ave NE	Bothell	
Washington	Trane Supply	7302 26th St. E	Fife	
Washington	Trane Supply	601 S. Alaska St.	Seattle	
Wisconsin	Trane Supply	2500 N Lynndale Dr.	Appleton	
Wisconsin	Trane Supply	4801 Voges Rd.	Madison	
Wisconsin	Trane Supply	4512 W. Burnham	Milwaukee	

CUSTOMER SERVICE

- Describe Bidder’s customer service department staffing levels, hours of operation and other relevant details.

Each office has its own 24/7/365 Emergency call number. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. Our goal is to respond to all emergency calls within 4 hours or less.

ORDERING PROCESS

- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.

We prefer a single purchase order but will accept multiple purchase orders.

The process for receiving a PO is based upon a request (equipment, contracting, service) by a customer, an account manager will research the desired outcome from a systems perspective, suggest a solution and possible alternatives, and include a pricing scenario within a Trane proposal. Should the customer accept and sign the proposal, the order is entered and submitted to Financial Services for credit approval.

Alternatively, if the customer submits its contract/PO, utilizing pricing information provided by an account manager, an order is entered, any attached terms and conditions are reviewed by the Contract Management Department, and submitted to Financial Services for credit approval.

ORDER MANAGEMENT

- Describe Bidder’s internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.

Trane uses an Oracle-based platform for all phases of ordering, processing, delivery, and billing.

REPORTING

- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

Trane can provide account procurement history including project type, dollars spent, purchase frequency and payment type. Trane does not have the ability of providing a “green spend” report format unless the project is identified as LEED during the purchase or construction phase.

E. Bid Form Criteria

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format.

Trane response includes a product list price discount schedule identified by unit product code. Each product either manufactured or represented by Trane is identified by a unique product code and associated list price discount. Trane does not publish a "list price book" for Commercial HVAC products since product list price is project specific and is determined by unit type, size, electrical requirements, options, and warranty options. Trane's response also includes hourly labor rates, by trade type and geographic location. In addition:

- Trane will be responsible for compliance with any federal, state, or local prevailing wage laws.
- Trane's discount schedule will remain fixed for the duration of the contract, except for product obsolescence or new product introduction. Trane will request the addition of new products and services to the lead agency through a formal request, as opportunities present themselves.



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Appendix 1

Addendum 1, Addendum Acknowledgement



**ADDENDUM 1
INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS,
AND RELATED PRODUCTS AND SERVICES**

This Addendum has been prepared by:

Racine County

Duane McKinney

Date: Wednesday July 6, 2022

To the Bidder of Record:

This Addendum is issued as stated in the original Invitation for Bid on page 2 in section B. to address questions received from Bidders in writing requesting clarification from Racine County on the specifications provided for the above subject bid and to correct an item in the solicitation. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided below.

Clarification

1. There is a modification included in this Addendum to correct a sentence located under Section B. Term. See below for details.

Questions and Answers

1. Question:
Attachment D – National Cooperative Contract states “The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier’s review and bid.” Page 12 states: “The Successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.” Please confirm that the following documents are for Successful Bidder(s) and do not need be executed/signed and included with this proposal response:
 - Exhibit B – Administration Agreement, Example
 - Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
 - Exhibit D – Principal Procurement Agency Certificate, Example
 - Exhibit E – Contract Sales Reporting Template
 - Exhibit F – Federal Funds Certifications

- Exhibit G – New Jersey Business Compliance
- Exhibit H – Advertising Compliance Requirement

Answer: The following documents are informational only:

- *Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example*
- *Exhibit D – Principal Procurement Agency Certificate, Example*
- *Exhibit E – Contract Sales Reporting Template*
- *Exhibit H – Advertising Compliance Requirement*

The documents below are to be completed by the Successful Bidder(s). While the documents below do not need to be submitted as part of the Bidder's initial response, it may quicken the award process if they are included:

- *Exhibit B – Administration Agreement, Example*
- *Exhibit F – Federal Funds Certifications*
- *Exhibit G – New Jersey Business Compliance*

2. Question:

Please confirm that there is no specific Value Add requirement and no scoring associated with Value Add.

Answer: There is no specific Value Add requirement and no scoring associated with Value Add products and/or services.

3. Question:

Please confirm if “G.ADDITIONAL DATA WITH BID, Bidders may include any additional information deemed advantageous to Racine County” should be submitted within the main body of the Complete Bid Package or if this information needs to be submitted under separate cover in the Value Add area on Demand Star

Answer: Yes, Bidders may include any additional information deemed advantageous to Racine County with their bid. This can be submitted either within the main body of the Complete Bid Package or as a separate cover/area in Demand Star.

4. Question:

Please provide clarification on the Supplemental Documents/Added Value upload area and if there is any scoring associated with a separate Added Value.

Answer: See Answers to Questions 2 and 3 above. There is no separate scoring associated with Added Value products and/or services.

Modification

1. Page 13 - Remove the first sentence of Section B. Term and replace with the following:

Racine County
IFB #RC2022-1001
HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

The term of the Master Agreement will be for five (5) years following the contract award date with the option to renew for one (1) additional five (5) year period.

The rest of this section shall remain.

This Addendum is three (3) pages in its entirety with no additional attachments.

Please sign, date and attach a copy of this Addendum to your bid.

Firm: Trane U.S. Inc.

Signature: _____

Date: July 8, 2022



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Appendix 2

Exhibit A, Response for National Cooperative Contract



Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as 'Supplier') and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each

state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and

prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Vendor teams
- D. Regular business reviews to monitor program success
- E. General contract administration

~~Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).~~

Trane has demonstrated its ability to deliver significant growth with a 2% administration fee and feels an increase will result in loss of business to other, lowered fee cooperative contracts.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a

national level through OMNIA Partners. If multiple Vendors are awarded by Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. 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 the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating

- Public Agencies;
- B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;
 - C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
 - D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Vendor to include experience providing similar products and services.

Trane U.S. Inc. (Trane), a wholly owned subsidiary of Trane Technologies (NYSE: TT), provides systems and services that enhance and leverage the infrastructure of our clients to provide quality, comfort, strong financial impacts, and sustainable outcomes of buildings around the world. Trane's 100-year history as a trusted provider of superior products and services has resulted in a global network of project offices and service/parts locations.

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin and became the Trane Company in 1913. Over the next hundred years, Trane established its position as a pioneer in climate control. In 1931, the company patented its first air conditioner. Seven years later, Trane launched Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™—the highest efficiency, lowest emissions, most reliable chiller on the market. Throughout the second half of the Twentieth century, Trane expanded its offerings to customers. With the acquisition of Sentinel Electronics in the late 1970s, and General Electric's Central Air Conditioning Division in 1982, Trane expanded both its residential and energy management offerings and entered the building automation system market. In 1984, American Standard Companies, Inc., acquired the Trane Company, and four years later, launched the American Standard Heating & Air Conditioning Brand. Throughout the 1990s and early 2000s, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) building rating program grew—which

influenced building, system, and product design. In addition, control system integration and capabilities increased due to ASHRAE Standard requirements as well as the desire to reduce system energy use.

Trane became a qualified U.S. Department of Energy ESCO in 1999. Since that time, Trane has managed energy services performance contracting (ESPC) programs for federal government agencies, including the Department of Energy, Department of State, Navy, Army, Air Force, and the General Services Administration. Trane's Federal ESPC portfolio includes \$641 million in DOE ESPC projects. In 2004, Trane became a NAESCO Accredited Energy Service Provider. By 2007, annual air conditioning sales and services topped \$7.4 billion. Trane, Inc., became a public entity after American Standard Companies divested other portions of its business. In December 2007, it was announced that Trane would merge with Ingersoll Rand. The merger became final in June of 2008. System and product investment and introduction continued during this time as the company again responded to customer and standard requirements, as well as the impact of the sustainability movement. Trane's Renewable and Resilient Energy and Power Systems Team focused on developing Smart Grid, Solar Power, Wind Power, and Generator capabilities. In 2013, Trane launched a series of commercial products that reduce carbon emissions by 99.9%. After completing a successful Reverse Morris Trust Transaction with former parent company Ingersoll Rand in March 2020, Trane Technologies and is now listed on the New York Stock Exchange.

Trane's History with Cooperative Contracting

Trane has been participating in regional and national public sector cooperative purchasing contracts since 1998. Originally managed through the Hunton Trane office, the first contract was awarded from TCPN (Texas Cooperative Purchasing Network) and ESC Region 4 and lasted until 2002. At that time, Trane U.S. was awarded a second contract from TCPN and ESC Region 4. These contracts were awarded based on best value and included all the products and services available from the Company at that time. Beginning in 2005, Trane was awarded our third contract from TCPN (Contract R4668) and was in effect thru 2010. Beginning in 2010, Trane was awarded our fourth contract from TCPN (R5045) which ran a total of 7 years in duration. Finally, in 2015, Trane was given another contract under TCPN (R150502) which lasted until 2019. For over 20 years, Trane was a vendor in good standing with TCPN and provided exceptional value and services to agencies piggybacking onto the contracts.

In 2015, Trane also began a relations with Harford County Public Schools and U.S. Communities with the award of 15-JLP-023. This contract ran in parallel with the TCPN award but was deemed the primary contract for use in North America. This contract was applicable in all 50 states and pertained to both the Company owned and independent commercial franchise offices. This

contract was fully executed thru it's 7-year potential plus an additional 6 months. In this time, Trane has seen exceptional year over year growth, delivering value to agencies utilizing the contract.

Trane was also awarded and Energy Services Contract from the Port of Portland and U.S. Communities. This contract, #1153, was initially awarded in 2017 and will run through 2023. At that time, the Port of Portland has the option to extend this contract for an additional five-years. Under this contract, agencies have the ability to secure Energy Services or Performance Contracting from Trane, improving their facility operational costs and savings.

Trane has demonstrated our ability to perform in the public sector markets using public procurement contracts similar to this RFP. We are anxious to help agencies achieve the same results utilizing the contract under Racine County.

- B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies. See table below.
- C. Number and location of support centers (if applicable) and location of corporate office.
Trane's Corporate Office is located at 800-E Beaty Street, Davidson, NC 28036. See table below for support center numbers/locations.

Trane Region/ Franchise	Salesperson s	Project Managers	Number of Support Centers	
			Project/Sales Offices	Trane Supply Stores
Florida Region	106	38	8	19
Great Lakes Region	119	43	11	18
Greater Northeast Region	185	51	14	22
Kentucky/Indiana Region	29	23	3	6
Mid-America Region	117	51	11	14
Mid-Atlantic Region	92	30	6	10
Pacific NW/Rocky Mtn Region	86	31	10	12
Pacific SW/AZ/HI	116	43	11	18
Southeast Region	179	55	15	24
Southern Atlantic Region	113	53	10	17
Texas/N LA Region	120	40	8	14
Upper Midwest Region	91	27	7	16
Armacost Trane Franchise, MT	4	1	2	2
Boland Trane Franchise, MD	50	13	2	2
Brady Trane Franchise, NC	41	12	3	6

Damuth Trane Franchise, VA	24	15	1	3
Hunton Trane Franchise, Houston, TX	87		4	1
Pacific Coast Trane Franchise, CA	28	4	2	1
Seiberlich Trane Franchise, DE	11	10	3	1

D. Annual sales for the three previous fiscal years.

2019: \$4.414B

2020: \$4.408B

2021: \$4.722B

a. Submit FEIN and Dunn & Bradstreet report.

Trane U.S. Inc. FEIN number is 25-0900465. A Dunn & Bradstreet report is provided as Attachment A.

E. Describe any green or environmental initiatives or policies. Trane’s Gigaton challenge, LEED buildings, etc.

The Gigaton Challenge is Trane’s commitment to eliminate one billion metric tons of CO₂e from our customers’ footprint by 2030. We lead by example and are committed to carbon-neutral operations and zero waste to landfills by 2030 and pledging to give back more water than used in water-stressed areas. Trane achieved our first set of science-based targets in 2018—two years early—and set bold new commitments for 2030. Our emissions reduction commitments align with the Paris Climate Accord net-zero targets consistent with limiting global temperature rise to no more than 1.5°C.

Energy Star Certification Trane’s team includes a wide range of support services that help our customers project energy savings and sustainability successes. Our customers have access to Trane’s internal resources for marketing, website development, living learning labs, energy accreditation programs, and grant or report preparation.

- **Marketing & Promotion of Energy Programs:** Trane has dedicated Public Relations resources to support our customer projects with press releases, media outreach, awards, and speaking engagements.
- **Application for an ENERGY STAR Label & LEED Certification:** Trane is actively involved with the Energy Star initiative and has helped customers achieve Energy Star status for their facilities. Trane also supports LEED initiatives and employs over 1,100 LEED Accredited Professionals companywide.
- **Calculation & Reporting of Emissions Reductions:** TRACE™® 700

software provides energy modeling of facilities, including an Environmental Impact Analysis designating CO₂, SO₂, and NO_x impact on the environment. Active monitoring through TIS offerings will allow Trane to identify potential operational adjustments or new energy savings opportunities.

Trane's LEED Certified Facilities

Trane has been involved in hundreds of projects to help clients with LEED certification. Our corporate sustainability commitment has led us to LEED certification standards at several of our sites around the world.

- Trane San Antonio District Office, San Antonio, TX – LEED CI 2.0 (Silver)
- Trane Taicang Facility Building, Taicang, China – LEED NC 2.2 (Certified)
- Trane Taicang Office Building, Taicang, China – LEED NC 2.2 (Gold)
- Tozour Trane, King of Prussia, PA – LEED CI v2009 (Certified)
- Trane Arkansas Sales Suite, Little Rock, AR – LEED CI 2.0 (Certified)
- Trane 45 Earhart Drive, Buffalo, NY – LEED EB O&M (Certified)
- Trane St. Paul, St. Paul, MN – LEED EB O&M (Gold)

- F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Diversity is a business imperative at Trane and ingrained in our core values. Trane's corporate-level Supplier Diversity Program includes qualified diverse-owned businesses includes both large and small minority, woman, veteran, disabled, gay, lesbian, bisexual, and transgender owned businesses. At the local level, Trane has implemented a New England United (NEU) Diversity and Inclusion (D&I) network for Trane employees to participate in and help drive change in and outside of the company. All team members proposed for this project participate in these programs. Trane's M/WBE outreach efforts include:

- Contacting M/WBE small business trade associations/business development organizations and using the Small Business Administration's (SBA) website to identify potential partners
- Attending local, regional, and national small and minority business trade shows, Industry Days, and procurement conferences.
- Requesting sources from the System for Award Management (www.sam.gov) Dynamic Small Business Search.
- Documenting flow-down requirements to all subcontractors for small businesses utilization to maximize participation when practical
- Pledged commitment to inclusive sourcing through WEConnect International

G. Indicate if Vendor holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Trane will work directly with public agencies, as required, to determine the diversity spend required for each purchase. Once established, Trane will partner with agency approved local sub-contractors and ensure diversity requirements are met. Trane will report diversity spend as required. At the project level, Trane does the following to promote Small Business Participation:

- Trane will break out contract work requirements into economically feasible units, as appropriate, to facilitate small business participation.
- Trane will conduct market research to identify subcontractors and suppliers through all reasonable means, such as performing online searches on the certified lists and holding pre-bid conferences.
- Trane will provide interested businesses with adequate and timely information about the plans, specifications, and requirements for performance of the prime contract to assist them in submitting a timely offer for the subcontract.
- Trane will direct businesses that need additional assistance to various state and county programs which assists in obtaining bonding, lines of credit, required insurance, necessary equipment, supplies, materials, or

services.

- Trane will solicit small business concerns as early in the acquisition process as practicable to allow them sufficient time to submit a timely offer for the subcontract.
- Trane will utilize the available services of small business associations; local, state, and federal small business assistance offices, and other organizations to encourage small business entities to certify and register with the state and local governments.
- Trane will participate in the formal mentor-protégé program with one or more small business protégés that results in developmental assistance to the protégé(s).
- Trane will advertise subcontracting opportunities in local newspapers.
- Trane will advertise subcontracting opportunities by sending emails to small business concerns local to that particular jobsite.
- Trane will keep the playing field level, allowing all bidders reasonable time to respond and providing the same information to all prospective subcontractors.

I. Describe how Vendor differentiates itself from its competitors.

Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the Harford County Public Schools and U.S. Communities Contract (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, Trane secured the Port of Portland and U.S. Communities Contract. Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services and has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors—including small/disadvantaged businesses. Trane has booked

\$1.4B+ under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.

Trane has a global network of offices and service/parts locations to deliver services. This offers the following advantages:

- Robust supply chain to sustain operations and rapidly restore service during emergencies
- 2,750 community-based, factory-trained service technicians provide local operational oversight, O&M, service-repair, and installation support
- Established relationships with local designers, suppliers, and subcontractors—including small/disadvantaged businesses
- Reduced travel and lodging costs to save agencies and taxpayers money

As one of the world's largest manufacturers/integrators of energy efficient HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS), Trane has the technical expertise to optimize energy efficiency, peak demand, and renewable power generation in public facilities. We build, test, certify, implement, and service best-in-class equipment with optimized full and part-load efficiency.

Trane is also a vendor neutral company, and we manage, install, commission, and service other manufacturer's systems. Trane provides BAS/EMCS system integration through both open (i.e. BACnet, LON, Modbus) and proprietary control protocols. We leverage our controls expertise to connect the resilient systems that modern sites rely on.

Trane® has been a qualified DOE ESCO since 1999 and [has completed complex Energy Savings Performance Contracts for the Federal Government](#). Through these efforts, we have developed repeatable, best practice processes. In addition, Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings¹

- J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

Trane U.S. Inc. is a multi-billion-dollar company and enters hundreds of transactions on an annual basis and, as such, become involved in claims and disputes that arise in the ordinary course of its businesses. As a large company, claims and suits are numerous as many claimants are hoping to tap the deep pockets of a large company. Many of these are unwarranted claims which often result in dismissal. Company-wide compiled data of this scope is not readily

¹ Data extrapolated from: Slattery, T. (2017). Reported Energy and Cost Savings from the Federal DOE ESPC Program: FY 2015 (ORNL/TM -2017/18).

available, and this information cannot be accurately ascertained without extensive and burdensome research. It is the policy of our company to settle claims and disputes amicably and to the satisfaction of our customers. Due to the large volume and because information related to settlements are confidential, we are unable to disclose detailed information on all litigation and claim matters. However, no such dispute or litigation is likely or expected to adversely affect Trane U.S. Inc.'s ability to perform hereunder. Trane has not been involved in a bankruptcy. Trane U.S. Inc. was recently re-formed due to reorganization under Trane Technologies, a \$14B company. Although originally established in 1929, our new date of incorporation is May 1, 2020, in Delaware.

- K. Felony Conviction Notice: Indicate if the Vendor
- a. ~~is a publicly held corporation and this reporting requirement is not applicable;~~
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. ~~is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.~~
- L. Describe any debarment or suspension actions taken against Vendor
Not applicable

3.2 Distribution, Logistics

- A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.
- See the "Product Information Matrix" for the full line of products and services offered by Trane.
- B. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- Trane's regional sales representatives are located in our 124 Project/Sales offices across the country. Trane has pricing forms that are used for OMNIA projects and support the Master Agreement. We will provide pricing validation forms to verify pricing upon request.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance.

Carrier specifics vary by mode, origin/destination points, and customer requirements.

- D. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

Trane services products from our 124 sales/project offices and distributes through our 205 parts/supply locations, 6 express warehouses, and 11 manufacturing plant sites.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days

The Trane offices have been associated with a national cooperative since it's inception and are intimately involved with a contract that encompasses HVAC equipment and services. Trane has a Cooperative Contracting Team dedicated to Sales and Marketing. This team drives marketing and sales messaging throughout North America and Canada and educates our sales teams with cooperative purchasing positioning. Our detailed plan for the first 90 days includes:

- Announcement in our quarterly Omnia newsletter, which is distributed to over 750 Trane employees and affiliates.
- Announcement on the Trane Commercial internal portal
- We will add information to the Trane Technologies Omnia Hub page where we place important documentation such as due diligence items, pricing, Power Points, contract award letters, newsletters and any pertinent information relevant to the topic.
- Our Omnia program managers will meet with individual sales offices, helping them to understand cooperative markets, targeted sales strategies and presenting the Trane story to the marketplace.
- Conduct regional workshops designed to promote the cooperative contracts, legal statutes, product and services pricing methodology, marketing tools and other topics designed to promote the contract(s). All training will be recorded and posted on our intranet site. The training will focus on educating our sales force on what types of customers can use the contract, the benefits of the contract to Trane and the customer, pricing,

and will ensure our sales teams are educated on how to drive sales in compliance with OMNIA Partners rules.

- One-on-one office visits
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Vendor's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Vendor's website with:
 - OMNIA Partners standard logo;
 - Copy of original Invitation to Bid;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online

registration page;

- A dedicated toll-free number and email address for OMNIA Partners

Trane will partner with OMNIA Partners to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns. Trane's 90 plan to market the Master Agreement to participating public agencies will include:

- An email to over 80,000 direct customer contacts that receive Trane E-mail communications
- A co-branded press release within first 30 days-this would be both internal to Trane and sent to national publications and targeted industry publications
- Announcement of award through all applicable social media sites; these include Trane's Facebook presence, Trane Twitter presence and Trane's LinkedIn presence
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows
- Dedicated Omnia internet web-based homepage with:
 - Omnia Logo
 - Link to Omnia website
 - Summary of contract and services offered
 - Due Diligence Documents including a copy of solicitation, copy of contract and any amendments, marketing materials

Co-developing a case study and pursue article placements with key publications

- C. Describe how Vendor will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Trane uses the software application Salesforce to manage sales pursuit. For every customer that is eligible for OMNIA Partners pricing, we will notate the eligibility in Salesforce. Upon renewal of existing services, the account owner is then able to offer OMNIA Partners pricing to the customer, except in cases where the customer decides to put the job up for bid. Trane intends to position OMNIA Partners as a top tier cooperative partner.

- D. Acknowledge Vendor agrees to provide its logo(s) to OMNIA Partners and

agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Trane will provide its logo to OMNIA Partners and agrees to permit reproduction of the logo in marketing communications and promotions. We understand that use of the OMNIA Partners logo requires permission for reproduction.

- E. Confirm Vendor will be proactive in direct sales of Vendor's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Vendor's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

As stated in our marketing plan, Trane can confirm these requirements will be met.

- F. Confirm Vendor will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

As stated in our marketing plan, Trane can confirm these requirements will be met.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support:
Greg Spencer, gsspencer@trane.com, 469-442-6055
 - ii. Marketing:
Greg Spencer, gsspencer@trane.com, 469-442-6055
 - iii. Sales:
Greg Spencer, gsspencer@trane.com, 469-442-6055

- iv. Sales Support:
Chris Teller, cteller@trane.com, 917-440-2808
Jeremy Lee, Jeremy.lee@trane.com, 913-599-4664
Tina Bossen, tina.bossen@trane.com, 480-490-4502
- v. Financial Reporting:
Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999
- vi. Accounts Payable:
Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999
- vii. Contracts:
Greg Spencer, gsspencer@trane.com, 469-442-6055

H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team. Trane has a dedicated Strategic Programs team that drives the use of cooperatives for sales. Leading the group is Aaron Tanck, Director of Strategic Programs. Aaron oversees Greg Spencer, our Cooperative Program Manager. Aaron reports to Amber Mulligan, Vice President, Strategic Sales, who is the highest-level executive in charge of sales for Cooperative contracts. Amber.Mulligan@tranetechnologies, 910-233 -3594.

I. Explain in detail how the sales or project management teams will work with the OMNIA Partners team to implement, grow and service the national program. Trane's Cooperatives team is dedicated to drives sales through our cooperative agreements. This team anticipates working with OMNIA Partners to promote the contract vehicle and provide efficient public service to our customers across the U.S. While we expect to do the majority of the marketing work through our marketing and sales departments, we hope OMNIA Partners can assist with launching our internal training program and occasionally fielding questions from our field teams as they are trained and mobilized. We also hope OMNIA Partners will be able to support us with new opportunities, such as new member sign-up and answering compliance questions.

I. Explain in detail how Vendor will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.contract administration, etc.

Our OMNIA Partners marketing plan includes a coordinated effort between Trane and OMNIA Partners. We will continue to market the OMNIA Partners program both internally and externally via training, corporate SharePoint site, customer meetings, marketing materials, and tradeshow. All marketing materials will be available in hard copy and electronic format. Our Strategic

Program Leader, Greg Spencer, will continue to oversee the program, driving growth throughout the term of the Master Agreement.

- J. State the amount of Vendor's Public Agency sales for the previous fiscal year. Provide a list of Vendor's top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Trane's Public Agency sales under the OMNIA agreement for 2021 was \$368.4M. Our top three Public Agency customers/total bookings for 2021 are as follows:

Customer Name	Total Bookings for 2021	Key Contact
Roanoke City Public Schools	\$20,601,056.80	Jeff Shawver – Chief of Physical Plants Phone: 540-853-6306
Berwick Area School District	\$20,300,560.00	Brent Crispell – Director of Building and Grounds
Hall County Board of Commissioners	\$9,696,634.20	Phone: 570-759-6400
Suffolk Public Schools	\$7,052,958.50	Brett Jockell – Superintendent and Director

- K. Describe Vendor's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Trane account managers use Trane Select Assist (previously known as TOPSS) to quote and provide technical information for equipment sales. Additionally, our greater sales organization uses multiple Oracle based internal programs to facilitate contracting, equipment (both OEM Trane and buysell), service, controls, and parts orders. Trane maintains a customer focused approach with Salesforce.

- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor ~~will guarantee~~ projects each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Trane projects, but does not guarantee, OMNIA contract sales during the first three years to be:
\$50M in year one (2022)

\$200M in year two (2023)

\$300M in year three (2024)

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Current supply chain environments will have an impact on these projections in addition to inflationary pressures, funding mechanisms, etc.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Trane, Inc. U.S. continues to offer competitive pricing to the public sector per the cooperative contract guidelines. Currently, these pertain to the Harford County Public Schools Contract 15-JLP-023 and the Port of Portland contract # 1153. Trane has established a strict process to assure agencies receive the correct pricing for the specific contract. This begins with assigning a specific cooperative quote number that identifies the agency as well as project being addressed. The process then dictates that the pricing follow strict contract guidelines including list price discounts for equipment, set hourly rates by trade for labor solutions and fixed mark-up guidelines for non-Trane materials being furnished to meet the project's scope. A combination of these assure that the agency is being provided the correct price for the specified scope of work.



TRANE[®]

TRANE
TECHNOLOGIES

Exhibit A

Dun and Bradstreet Report

LIVE REPORT

TRANE U.S. INC.
 Tradestyle(s):(SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ) 1

ACTIVE **HEADQUARTERS**

D-U-N-S **00-134-4621**
Number:
Phone: **+1 704 655 4000**

Address: 800-e Beaty St, Davidson, NC, 28036, United States Of America
Web: www.trane.com
Endorsement: Kevin.Celestine@tranetechnologies.com
Exclude from Portfolio Insight:

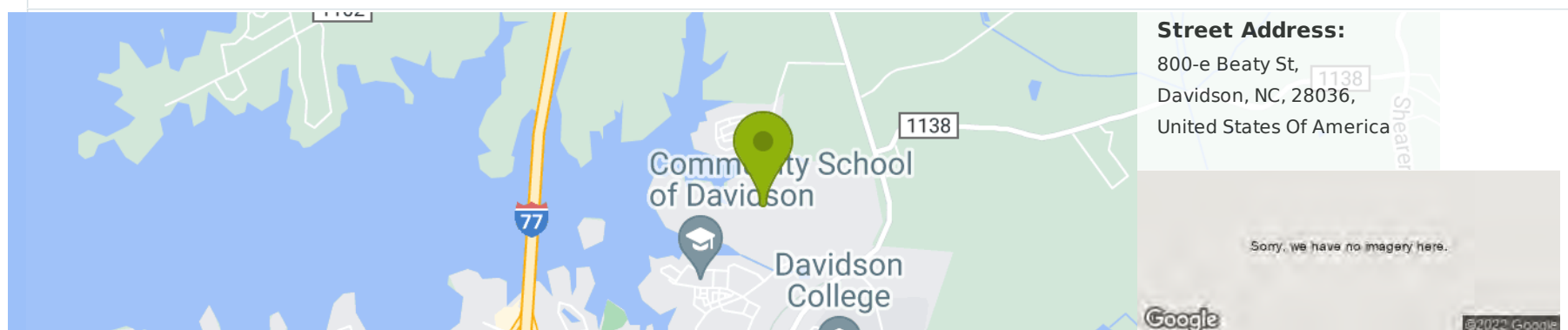
Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	71	14 days beyond terms
Delinquency Score	60	Moderate Risk of severe payment delinquency.
Failure Score	2	Moderate to High Risk of severe financial stress.
D&B Viability Rating	4 5 B Z	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

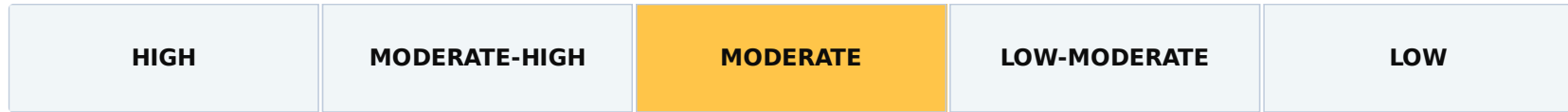
COMPANY PROFILE ⓘ

D-U-N-S 00-134-4621	Mailing Address PO Box 6820 Piscataway, NJ, 08855, UNITED STATES	Employees 6,500
Legal Form Corporation (US)	Telephone +1 704 655 4000	Age (Year Started) 93 Years (1929)
History Record Clear	Website www.trane.com	Named Principal Dave Regnery, CEO
Date Incorporated 03/26/1929	Present Control Succeeded 1929	Line of Business Mfg refrigeration/heating equipment
State of Incorporation DELAWARE		SIC 35850101
Ownership Not publicly traded		NAICS 333415



OVERALL BUSINESS RISK ⓘ

Dun & Bradstreet thinks...



Overall assessment of this organization over the next 12 months:	Some-Financial-Stress-Concerns
Based on the predicted risk of business discontinuation:	Moderately-Higher-Than-Average-Risk-Of-Financial-Stress
Based on the predicted risk of severely delinquent payments:	Moderate Potential For Severely Delinquent Payments

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US\$ 2,000,000

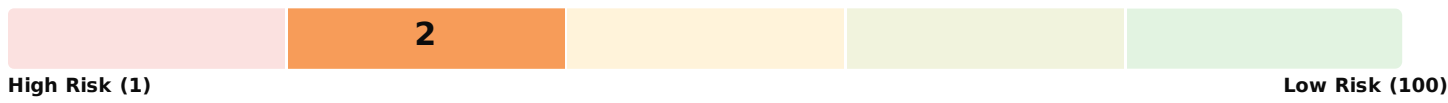
The recommended limit is based on a moderately high probability of severe delinquency or business failure.

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

MODERATE-HIGH

Probability of failure over the next 12 months
2.29 %



Past 12 Months

Low Risk

High Risk

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

MODERATE

Probability of delinquency over the next 12 months
4.75 %



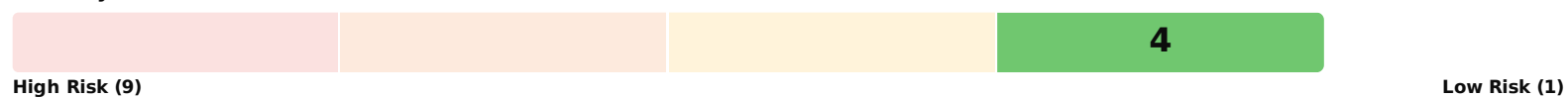
Past 12 Months

Low Risk

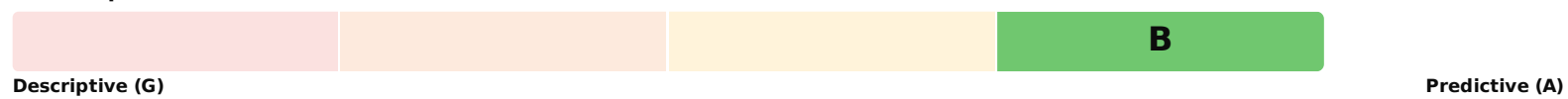
High Risk

VIABILITY RATING SUMMARY

Viability Score



Data Depth Indicator



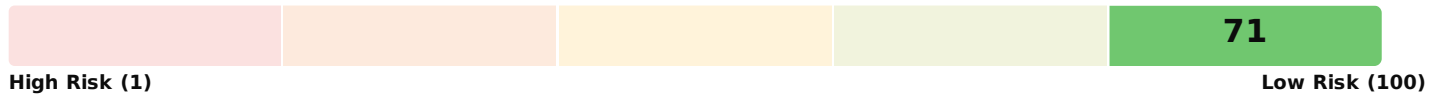
Portfolio Comparison



Financial Data **Unavailable**

Trade Payments
Company Size
Years in Business -

D&B PAYDEX® ⓘ



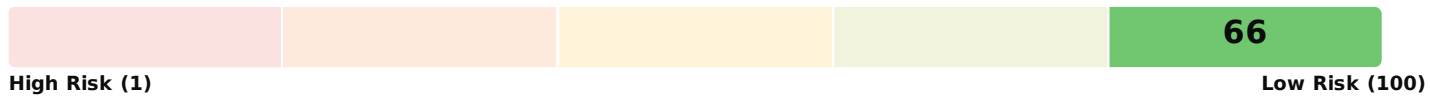
14 days beyond terms

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS ⓘ



19 days beyond terms

PAYDEX® TREND CHART ⓘ

△ This Company □ Industry Benchmark

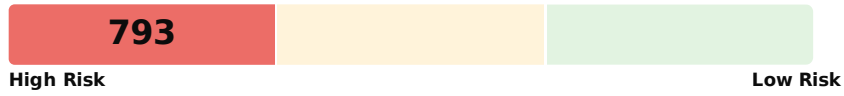
SBRI ORIGINATION

SBRI Origination Card Score



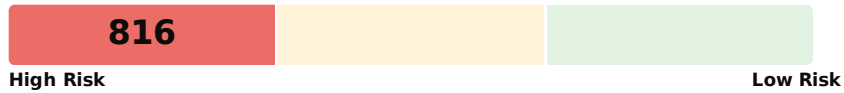
Moderate Risk of serious delinquency over the next 12 months

SBRI Origination Lease Score



High Risk of serious delinquency over the next 12 months

SBRI Origination Loan Score



High Risk of serious delinquency over the next 12 months

D&B SBFE SCORE



No D&B SBFE Score data is currently available.

D&B RATING ⓘ

Special Rating

-- : Undetermined

Current Rating as of 11/05/2009

FRAUD RISK SCORE INFORMATION



No Fraud Risk Score is Available

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	1	10/27/2017
Liens	10	10/24/2020
Suits	7	03/16/2020
UCC	421	02/07/2022

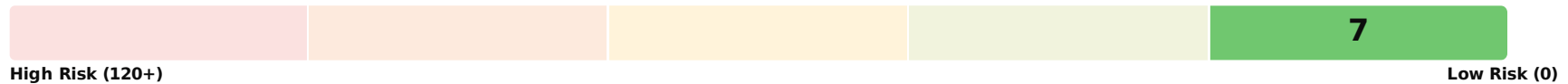
DETAILED TRADE RISK INSIGHT™

Days Beyond Terms

7 Days

3 Months

From Apr-22 to Jun-22



Days Beyond Terms Past 3 months : 7

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 353 payment experiences reported from 117 companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET



No Data Available

TRADE PAYMENTS

Highest Past Due:

700,000

**Highest Now
Owing**
4,000,000

**Total Trade
Experiences**
715

**Largest High
Credit**
8,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS



No Data Available

OWNERSHIP

Subsidiaries

11

Branches

276

Total Members

888

This company is a Headquarters, Parent, Subsidiary.

	Domestic Ultimate	Global Ultimate
Name	INGERSOLL-RAND US TRANE HOLDINGS CORPORATION	TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY
Country	UNITED STATES	IRELAND
D-U-N-S	96-330-6712	98-503-3590
Others	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

ALERTS



There are no alerts for this D-U-N-S Number.

WEB & SOCIAL POWERED BY FIRSTRAIN



No Data Available

NOTES

Add Note



No notes is available for this D-U-N-S Number.

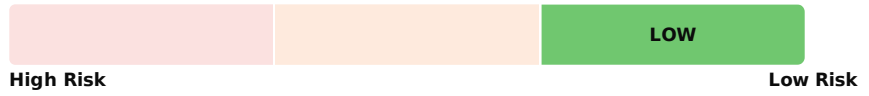
COUNTRY/REGIONAL INSIGHT



United States Of America

Consecutive hikes in the Fed Funds Rate through end-2022 to fight stubborn inflation threaten to slow growth and increase unemployment.

Risk Category



Available Reports

Country Insight Snapshot (CIS)

High-level view of a single country's cross-border risk exposure, with particular focus on the current political, commercial, and macroeconomic environments.

Country Insight Report (CIR)

In-depth analysis of the current risks and opportunities within a single country and its regional and global context.

STOCK PERFORMANCE

History

Daily High

52-Week High

Performance

P/E:

EPS:

Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 793

SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 860

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 816

KEY SBRI ATTRIBUTES

Total Balance 393,163.00		Total Open SBRI Accounts 249		Number Of Total Accounts Ever Cycle 2+ 80	
Credit Card Total Balance	20,526.00	Total Exposure	615,294.00	Time since most recent Cycle 2 on all accounts	1 Months
Lease Agreement Total Balance	232,608.00	Maximum Age of All Open Accounts	507.00 Months	Worst Delinquent All Accounts	
Loan Total Balance	140,029.00	Total Available Credit - Credit Card	215,656.00	Past 1-3 Months	Cycle 4
		Total Available Credit - Lines of Credit	16,500.00	Past 1-12 Months	Cycle 5

ACCOUNT SUMMARIES

Total Current Balance		562,268													
Total Past Due		183,966													
Total Past Due Cycle 1		38,930													
Total Past Due Cycle 2		28,233													
Total Past Due Cycle 3		14,209													
Total Past Due Cycle 4		4,748													
Total Past Due Cycle 5		97,844													
Total Charge Off Amount		49,732													
Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Term Loan		05/31/2022	07/31/2020			79,900	79,900	140,029	0	0	0	0	0		
Term Loan		08/31/2009	12/09/2003			5,091		140,029							7,563
Term Loan		05/31/2022	06/22/2020			52,900	52,900	140,029	0	0	0	0	0		
Term Loan		03/31/2015	04/29/2014		9	15,747	1,369	140,029	0	0	0	0	0	0	
Term Loan		03/31/2015	04/30/2014		9	14,500	1,262	140,029	0	0	0	0	0	0	
Term Loan		02/28/2015	02/28/2014		10	15,188	2,643	140,029	0	0	0	0	0	0	
Term Loan		11/30/2013	12/31/2012	11/30/2013		20,165	0	140,029	0	0	0	0	0	0	
Term Loan		07/31/2013	08/10/2009	07/31/2013		229,525	0	140,029	0	0	0	0	0	0	
Term Loan		06/30/2007	04/16/2007	05/09/2007		2,247	0	140,029	0	0	0	0	0	0	
Lease Agreement		09/30/2014	09/02/2010			53,770	2,409	385,779	2,409	0	2,409	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			61,660	2,425	385,779	1,212	1,212	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		04/14/2016	10/30/2012	02/01/2016	18	0	1,317	385,779	1,317	439	439	439	0	0	
Lease Agreement		04/14/2016	11/30/2012	12/10/2015	18	33	17	385,779	0	0	0	0	0	0	10

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/06/2015	05/10/2012	02/11/2015	18	716	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/04/2015	07/10/2012		18	240	608	385,779	480	240	240	0	0	0	
Lease Agreement		01/08/2016	09/30/2012		18	240	19	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	09/30/2012		18	366	418	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	10/20/2012		18	67	163	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	09/10/2012	03/10/2016	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/18/2014	10/30/2012		18	1,554	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2012	06/11/2014	18	0	32	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	03/30/2012		18	0	390	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/30/2011	01/02/2014	18	0	121	385,779	0	0	0	0	0	0	
Lease Agreement		07/16/2013	07/10/2012		18	79	537	385,779	237	79	79	79	0	0	
Lease Agreement		07/10/2015	12/10/2011	09/11/2013	18	2,554	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	06/21/2015	18	0	5	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/20/2003	12/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	03/21/2016	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	03/30/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/30/2012	06/18/2014	18	0	2,980	385,779	2,367	789	789	789	0	0	
Lease Agreement		02/13/2012	10/20/2006	04/09/2009	18	4,446		385,779							4,488
Lease Agreement		05/07/2015	05/10/2012	02/11/2016	18	0	405	385,779	70	35	35	0	0	0	
Lease Agreement		01/02/2013	10/10/2006	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	09/20/2011		18	354	1,113	385,779	708	177	177	177	177	0	
Lease Agreement		04/14/2016	06/10/2009	03/11/2013	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/20/2011		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	09/10/2005	06/11/2009	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	04/20/2011	10/21/2015	18	513	410	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2009	09/10/2006	11/10/2009	18	0	231	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	06/21/2015	18	92	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/30/2006		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/10/2011		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	06/10/2006	12/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/12/2013	10/27/2010	10/23/2013	36	193,623	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/30/2006	08/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	02/02/2016	18	0	650	385,779	440	110	110	110	110	0	
Lease Agreement		12/03/2014	10/20/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2015	10/07/2010		56	6,955	617	385,779	96	96	0	0	0	0	
Lease Agreement		01/02/2013	07/10/2005	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/01/2017	04/01/2008	01/09/2017	105	1,917	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	06/30/2005	01/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	02/20/2001		0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	01/10/2005	07/11/2009	18	207	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2011	04/21/2013	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	12/20/2008	12/21/2011	18	49	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	09/30/2010	01/01/2015	0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/20/2004	12/21/2008	18	36	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/14/2013	07/29/2010	09/24/2013	36	149,112	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	12/30/2004	01/02/2009	18	60		385,779							385
Lease Agreement		06/02/2022	10/08/2003	11/04/2010		54,808	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/30/2003	04/21/2009	18	0	397	385,779	136	136	0	0	0	0	
Lease Agreement		06/02/2022	08/12/2003	11/04/2010		95,868	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/20/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	09/21/2010		278,861	65,183	385,779	60,169	0	0	0	0	0	60,169

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		02/28/2010	07/20/2003	01/21/2008	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/02/2022	05/17/2006	03/12/2010		9,765	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/16/2013	01/10/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2013	10/16/2006	09/22/2020	23	27,970	550	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2015		18	2,565	14	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2009	01/20/2007	04/21/2011	18	828	33	385,779	0	0	0	0	0	0	
Lease Agreement		06/02/2022	08/11/2003	01/14/2011		3,681	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2015		18	781	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	01/10/2007	10/25/2011	18	0	387	385,779	92	92	0	0	0	0	
Lease Agreement		06/02/2022	01/30/2009	05/17/2012		30,876	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2015		18	764	223	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	04/20/2006	04/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	06/30/2003	02/02/2011		253,994	36,150	385,779	31,753	0	0	0	0	0	31,753
Lease Agreement		04/14/2016	09/30/2015		18	5,796	421	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	09/10/2004	12/08/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	07/21/2010		17,328	5,393	385,779	5,075	0	0	0	0	0	5,075
Lease Agreement		04/14/2016	01/10/2015		18	101	102	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	04/10/2005	04/10/2008	18	0	179	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/10/2011	05/21/2015	18	0	71	385,779	0	0	0	0	0	0	
Lease Agreement		11/30/2020	10/30/2015		60	30,111	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	12/10/2000	10/30/2003	18	0	240	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2010	12/10/2013	18	0	130	385,779	41	41	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2015		18	60	98	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	12/30/2005	01/01/2011	18	1,860	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/10/2015	04/16/2010		21	7,437	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/11/2016	06/30/2015		18	3,903	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	05/20/2006	11/14/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	07/20/2010		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2015		18	649	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	09/30/2003	01/01/2006	18	1,344	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/20/2015		18	944	230	385,779	118	118	0	0	0	0	
Lease Agreement		11/30/2013	02/11/2010	03/17/2010	0	6,448	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	11/30/1998	05/19/2009	18	0	1	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	03/12/2010		21	6,480	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/15/2020	06/09/2015	10/22/2020	6	23,550	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	04/10/2007	07/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/11/2016	03/30/2010	07/01/2015	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/10/2015		18	288	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	11/30/2006	03/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	12/30/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/06/2015	02/10/2015		18	4,256	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/11/2012	10/10/2008		18	693	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	03/20/2010	06/21/2015	18	0	920	385,779	744	372	372	0	0	0	
Lease Agreement		04/10/2015	12/30/2014		18	646	333	385,779	116	58	58	0	0	0	
Lease Agreement		07/11/2012	11/10/2008		18	729	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/31/2011	12/01/2009	10/22/2011	18	642	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/10/2014		18	550	195	385,779	0	0	0	0	0	0	
Lease Agreement		07/11/2012	11/10/2008		18	690	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	12/01/2009	07/12/2012	8	2,090	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2014		18	1,320	307	385,779	0	0	0	0	0	0	
Lease Agreement		07/11/2012	10/10/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	07/30/2010		18	0	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	07/10/2014		18	152	472	385,779	76	38	38	0	0	0	
Lease Agreement		02/28/2010	07/10/2004	10/11/2008	18	228	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	10/10/2010	09/28/2015	18	0	1,936	385,779	1,936	484	484	484	484	0	
Lease Agreement		04/14/2016	07/20/2014		18	243	81	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	282	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	01/30/2010		18	0	136	385,779	136	136	0	0	0	0	
Lease Agreement		06/30/2006	04/16/2002			3,355	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	372	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	07/20/2021		1	2,570	2,570	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/10/2004	06/01/2009	18	0	36	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/20/2021		1	2,849	2,849	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	03/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	08/24/1998	09/24/2001		10,428	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/20/2021		1	799	799	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	02/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/30/2010	03/06/2000	09/12/2005	0	30,600	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	07/20/2021		1	711	7	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/10/2004	02/11/2009	18	0	29	385,779	0	0	0	0	0	0	
Lease Agreement		07/08/2008	06/26/2001			2,844	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	02/10/2020		7	2,841	2,841	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	03/20/2006	09/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2010	03/16/2007		15	28,080		385,779							21,059
Lease Agreement		05/31/2022	10/10/2020		4	371	371	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	07/10/2006	07/11/2011	18	0	10	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/20/2016		18	704	201	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/30/2020		8	1,271	1,271	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	01/30/2010	08/01/2011	18	435	870	385,779	870	435	435	0	0	0	
Lease Agreement		04/30/2019	06/24/2014		58	23,034	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2014	12/11/2015	18	219	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	03/30/2020		8	1,418	1,418	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	12/30/2006		18	0	8	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	06/30/2014		18	945	29	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2021	09/29/2020	03/26/2021	5	37,649	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	09/30/2006		18	0	20	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2019	06/24/2014		60	114,600	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2019	06/24/2014		58	46,516	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	50	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	07/10/2005	08/28/2009	18	0	60	385,779	60	30	30	0	0	0	
Lease Agreement		01/08/2016	04/30/2014		18	3,684	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	03/30/2006	10/01/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/30/2014		18	1,104	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	12/30/2018		9	64	64	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2011	10/20/2007	07/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	01/30/2014		18	153	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	10/31/2017		57	62,750	3,795	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	01/10/2010	01/11/2015	18	0	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	01/20/2014		18	1,620	298	385,779	0	0	0	0	0	0	
Lease Agreement		11/30/2021	06/30/2019		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/10/2001	01/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/03/2014	09/30/2013		18	703	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	10/20/2018		8	564	564	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/30/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2013		18	56	108	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2021	10/20/2018		5	162	1	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	03/30/1986	01/02/2008	18	0	280	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/10/2013	12/11/2015	18	65	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	10/10/2011			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/20/2006	07/21/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	08/30/2013		18	210	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	10/20/2015			1,694	1,694	385,779	1,270	0	0	423	0	847	
Lease Agreement		12/03/2014	05/30/2003	06/01/2004	18	20	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	09/10/2013	12/29/2015	18	5,664	78	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	01/30/2014		12	126	126	385,779	75	0	75	0	0	0	
Lease Agreement		01/31/2014	10/01/2009	01/29/2014	51	78,443	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	07/20/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	12/30/2014			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/07/2007	05/24/2004	07/31/2007	13	15,319	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	06/27/2007	01/28/2015	88	19,517	650	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	03/30/2016			158	158	385,779	158	0	0	0	158	0	
Lease Agreement		11/05/2008	11/12/2001	10/31/2008		5,256	0	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2013	08/14/2009	01/17/2014	12	3,000	563	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	04/05/2005	01/28/2015	115	33,310	1,214	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	12/30/2014		1	58	58	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2012	04/19/2006	02/13/2012	69	4,868	0	385,779	0	0	0	0	0	0	
Credit Cards		07/31/2009	05/02/1984	09/30/2007	0	2,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2014	06/29/2009	01/29/2014	54	78,548	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	12/10/2015		3	1,122	1,122	385,779	390	0	0	390	0	0	
Lease Agreement		11/26/2014	07/01/2013			25,900	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	05/26/2006	01/28/2015	104	17,196	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2020	02/10/2015		3	266	2	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	08/01/2006		1	22,501	0	385,779	112	112	0	0	0	0	
Credit Cards		09/30/2013	05/13/2008	11/29/2009	12	7,500	0	36,460	0	0	0	0	0	0	5,723
Lease Agreement		02/28/2014	12/29/2009	02/11/2014	48	15,032	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	12/10/2015		1	924	9	385,779	0	0	0	0	0	0	
Lease Agreement		12/19/2006	07/26/2001	11/30/2006	5	24,417	387	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2010	12/15/2003	01/20/2010	24	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/20/2013		18	1,452	693	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2003	02/25/2000			4,680	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	08/01/2006			7,657	0	385,779	0	0	0	0	0	0	
Credit Cards		11/30/2012	01/27/2010		0	2,459	669	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,430	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/31/2003	02/28/2000	07/31/2003		103,200	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2011	05/26/2006		61	17,196	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	5,000	0	36,460	0	0	0	0	0	0	263
Lease Agreement		10/06/2015	05/10/2013		18	2,313	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2005	08/01/2003	05/03/2005	3	53,266	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/02/2011	05/15/2006	08/17/2009	16	3,245	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,295	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		11/30/2010	01/01/2010			47,297		385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/09/2000	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		08/11/2015	01/10/2013		18	419	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	08/27/1999	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2016	10/01/2014		20	5,030	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2017	02/01/2014		25	33,658	0	385,779	0	0	0	0	0		
Lease Agreement		10/31/2016	07/01/2014			7,834	0	385,779	0	0	0	0	0		
Lease Agreement		04/10/2015	12/30/2012	04/01/2016	18	0	389	385,779	0	0	0	0	0	0	
Lease Agreement		04/28/2017	02/01/2014			77,527	0	385,779	0	0	0	0	0		
Lease Agreement		04/28/2017	01/01/2015			3,882	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	04/30/2010	06/16/2014	18	3,750	0	385,779	0	0	0	0	0	0	3,229
Lease Agreement		04/13/2016	12/30/2012		18	277	260	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	02/01/2009			70,945		385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010		1	4,181		385,779	0	0	0	0	0		
Lease Agreement		11/30/2007	11/14/2003	11/21/2007	15	4,695	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Lease Agreement		08/31/2007	01/01/2001			59,079	0	385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010			82,965		385,779	0	0	0	0	0		
Lease Agreement		10/29/2010	04/01/2004		1	30,844		385,779	0	0	0	0	0		
Lease Agreement		10/31/2013	03/25/2010	10/31/2013		33,667	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,106		385,779	0	0	0	0	0		
Lease Agreement		03/01/2012	11/30/1997	08/28/1998		2,340		385,779	0	0	0	0	0		1,645
Lease Agreement		04/30/2010	10/01/2004			14,101		385,779	2,634	333	335	333	1,632		
Lease Agreement		06/30/2013	09/25/2009			24,184	1,044	385,779	522	522	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,798		385,779	0	0	0	0	0		
Lease Agreement		02/28/2010	02/24/2005	02/19/2010	60	14,515	1,045	385,779	0	0	0	0	0		
Lease Agreement		05/31/2011	10/14/2004	03/09/2011	29	2,631		385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		11/30/2016	12/01/2014			37,243	0	385,779	0	0	0	0	0		
Lease Agreement		08/31/2012	12/05/2007	08/31/2012	1	2,576	0	385,779	0	0	0	0	0		
Lease Agreement		12/01/2011	08/27/2004	09/27/2011		45,720		385,779	0	0	0	0	0		
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		09/30/2005	04/01/2004	07/04/2005	1	4,402		385,779	0	0	0	0	0		
Lease Agreement		12/31/2011	08/26/2000	12/05/2011	133	20,179	22	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	10/01/2004		1	128,916		385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	11/15/2000	08/22/2003		58,089	0	385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		12/01/2011	07/15/2004	09/15/2011		45,720		385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		07/15/2003	06/01/1998			3,155	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2007	08/26/2000		9	22,997	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			41,430	1,971	385,779	985	985	0	0	0	0	
Lease Agreement		07/31/2007	02/17/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,345	808	385,779	297	297	0	0	0	0	
Lease Agreement		08/31/2003	04/28/2003	07/29/2003	2	6,600	0	385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	08/28/2009			24,304	526	385,779	526	526	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		01/31/2010	05/12/2003	10/20/2009		19,710		385,779	0	0	0	0	0		
Lease Agreement		03/31/2013	03/25/2008	03/31/2013		45,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2013	02/08/2008	03/31/2013		16,900	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		05/31/2005	05/15/2002			22,361	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Credit Cards		09/30/2008	08/02/2000	02/17/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2012	11/30/2007			32,500	575	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2006	05/29/2001	05/29/2006		24,042		385,779	0	0	0	0			
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Credit Cards		06/02/2008	03/03/1997	03/11/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		10/31/2001	09/28/1998		24	23,533	0	385,779	0						0
Lease Agreement		12/31/2014	12/31/2010			49,438	3,746	385,779	1,873	0	1,873	0	0	0	
Credit Cards		06/02/2008	10/09/1996	10/10/2002	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2010	04/01/2009		1	12,045		385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2014	08/24/2010			19,754	495	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2002	07/30/1997	07/30/2002		17,100	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	10/30/2009	08/31/2013		23,685	0	385,779	0	0	0	0	0	0	
Credit Cards		12/02/2015	08/01/2005	11/14/2014	4	6,200	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	03/27/2000	01/04/2005		33,372		385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Credit Cards		03/31/2011	01/12/1991	03/12/2004		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		04/30/2005	10/15/1999	10/15/2004		13,440		385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/21/2009			52,345	1,192	385,779	1,192	1,192	0	0	0	0	
Credit Cards		02/28/2009	10/02/2000	10/30/2006			0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,225	1,017	385,779	508	508	0	0	0	0	
Lease Agreement		11/30/2003	07/06/1998	07/06/2001		5,652	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		09/30/2019	08/25/2004				14,054	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Lease Agreement		06/30/2003	07/16/1998		1	5,640	0	385,779	0	0	0	0			
Credit Cards		09/30/2019	03/03/1980				1,105	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		06/30/2006	04/30/2006	02/25/2007	2	11,500	1,425	36,460	88	88	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/12/2000	01/21/2008		6,750	0	36,460	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2007	07/18/2002	07/18/2005		4,029		385,779	0	0	0	0			
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2015	12/31/2010	03/31/2015		55,886	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2004	12/13/2000	12/15/2003		2,850	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/02/2010			39,668	60	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/27/2000	04/28/2003		12,434	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/25/2009			23,014	1,041	385,779	520	520	0	0	0	0	
Credit Cards		10/31/2008	04/06/2004	11/26/2008			494	36,460	87	20	0	20	47		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/30/2007	07/01/2001	07/02/2004	27	12,312		385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		05/31/2022	06/27/2003	08/23/2011		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	11/25/2009	08/31/2013		20,027	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	07/27/2000	02/27/2003	4	806		385,779	0	0	0	0			
Lease Agreement		11/30/2013	12/29/2008	11/30/2013		30,507	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/17/2002	06/25/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,705	1,224	385,779	612	612	0	0	0	0	
Lease Agreement		01/31/2006	05/01/2001	10/20/2005	4	9,152		385,779	0	0	0	0			
Lease Agreement		03/31/2013	03/05/2008	03/31/2013		33,250	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/15/2002	07/01/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2013	12/27/2011	12/31/2013		87,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2005	07/28/2002	01/28/2005	19	1,119		385,779	0	0	0	0			
Lease Agreement		12/31/2014	12/31/2010			40,278	3,063	385,779	2,297	0	2,297	0	0	0	
Credit Cards		05/31/2022	05/14/2002	01/03/2010		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Lease Agreement		12/31/2006	03/02/2002	03/02/2004		2,112		385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/05/2002	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			55,886	1,099	385,779	1,099	1,099	0	0	0	0	
Lease Agreement		09/30/2004	12/17/1998	12/17/2001	4	3,096	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/09/2001	02/03/2005		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		01/15/2002	01/05/1997		2	6,619	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/23/2001	01/21/2008		20,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/22/1999	02/01/2013		19,150	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1999	07/27/2007		0	0	36,460	0	0	0	0	0		
Term Loan		02/12/2009	05/17/2006			11,734	1,955	140,029	325	325	0	0	0	0	
Term Loan		10/08/2008	10/04/2005	09/30/2008	27	12,601	0	140,029	0	0	0	0	0	0	
Lines of Credit		01/10/2019	01/05/2018			1,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	03/27/2020			5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/04/2021		5	5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/15/2019			2,000	0	0	0	0	0	0	0	0	
Lines of Credit		12/31/2020	06/05/2019		2	2,500	0	0	0	0	0	0	0	0	
Lines of Credit		08/12/2016	08/19/2015			1,000	0	0	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/01/2014		4	3,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	03/31/2006			0	0	36,460	0	0	0	0	0	0	
Lease Agreement		09/25/2001	02/15/1995			16,315	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	08/01/2000		18	5,121	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		10/05/2001	10/01/1998		1	23,270	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/01/1998	02/03/2008		30,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		03/31/2022	10/04/2018		24	4,197	1,329	385,779	0	0	0	0	0		
Lease Agreement		10/05/2001	08/15/1998		3	5,060	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	01/21/2008		2,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	03/30/2014		1	66	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	02/15/1999			17,352	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	12/02/2008		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,832	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2019	10/10/2014		2	55	132	385,779	132	132	0	0	0	0	
Lease Agreement		08/01/2008	06/15/2001			26,570	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/01/1998	01/21/2008		1,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2020	06/30/2015		4	300	300	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	12/15/2000		17	1,870	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1998			16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	07/07/1998	04/04/2001		16,308	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2021	12/20/2016		7	173	173	385,779	0	0	0	0	0	0	
Lease Agreement		04/02/2003	03/15/2000			9,439	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	05/01/1997			2,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		17,587	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2020	07/20/2017		5	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	05/01/2000			2,668	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1997	01/21/2008		8,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		126,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	12/30/2016		8	2,899	2,899	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	07/01/1999			1,853	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1996	07/02/2010		11,250	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	06/27/1996	03/31/2000		54,111	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	07/10/2017		9	126	126	385,779	90	0	0	90	0	0	
Credit Cards		05/31/2022	11/01/1995	01/21/2008		16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	11/01/1993	05/24/1995		23,296	0	385,779	0	0	0	0	0	0	
Credit Cards		08/31/2008	11/01/1997	01/29/2009			2,300	36,460	1,048	367	619	20	42		
Credit Cards		12/31/2017	01/19/2010	09/20/2017	12	11,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	08/19/2005		24	17,800	250	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/18/2006	07/30/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/28/2001	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2013	01/18/2008	11/02/2009	0	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2019	09/29/1999				2,293	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2008	11/13/2001		24	300	254	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	02/07/2008	08/22/2014	0	1,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/01/1997	06/27/2008	0	3,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/05/2001	09/15/1998		3	2,777	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2022	06/20/2018		7	212	212	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2004	06/17/2001		17	1,392	0	385,779							
Lease Agreement		07/31/2007	01/29/1992	05/01/1996		70,288	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	10/10/2016		7	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	06/10/2006	11/24/2010	18	0	535	385,779	273	91	91	91	0	0	
Credit Cards		05/31/2022	03/01/1994	01/21/2008		5,000	0	36,460	0	0	0	0	0		
Lease Agreement		08/31/2007	03/03/2004	07/20/2007		6,148		385,779	0	0	0	0			
Lease Agreement		08/31/2021	06/20/2018		9	297	297	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	02/28/2010		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/01/1992			3,000	0	36,460	0	0	0	0	0		
Lease Agreement		04/30/2018	10/01/2014			67,982	0	385,779	0	0	0	0	0		
Lease Agreement		01/31/2021	02/20/2018		9	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/16/2012	10/01/2009	03/07/2012	4	3,307	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2013	02/15/2013		2	17,531	1,205	385,779	0	0	0	0	0		

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Lease Agreement		10/31/2021	10/10/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	10/01/2009	07/09/2012	8	635	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		09/01/2008	05/31/2007			11,377	0	385,779	0	0	0	0	0		
Lease Agreement		09/30/2020	01/20/2018		6	78	78	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	07/10/2008		18	876	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1990	08/01/2003		6,750	0	36,460	0	0	0	0	0		
Lease Agreement		02/12/2009	01/30/2009			27,056	27,056	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2021	12/30/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	06/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/01/1989	10/02/2008		20,250	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	07/10/2009		18	0	2	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	09/10/2018		6	520	520	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/30/2008		18	366	10	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2015	02/26/2006	07/11/2008	24	1,000	0	36,460	0	0	0	0	0	0	1,306
Lease Agreement		01/04/2014	12/10/2006		18	137	33	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2022	06/18/2018		11	306	306	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	09/30/2007		18	0	0	385,779	0		0	0	0	0	
Credit Cards		02/28/2011	12/15/1998	09/17/2002		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/20/2009		18	624	0	385,779	0		0	0	0	0	
Lease Agreement		09/30/2019	10/20/2016		2	1,184	1,184	385,779	0	0	0	0	0	0	
Credit Cards		06/01/2022	12/21/1995			15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/20/2005	04/21/2009	18	804	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Credit Cards		12/31/2012	06/26/2007	10/16/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/03/2022	09/11/2019		24	20,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2005	11/01/1990	08/07/2006		9,354	5,638	36,460	0	0	0	0	0		
Credit Cards		09/04/2014	07/21/1994			3,450	0	36,460	0	0	0	0	0		
Credit Cards		07/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	07/09/2003	09/19/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2004	09/06/2003		0		0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	02/29/2000	12/05/2008	0	15,000	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2004	04/21/2000	11/26/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/26/2001	06/08/2010	0	5,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		03/31/2022	01/10/2018		5	121	121	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	01/30/2005		18	0	1,272	385,779	1,272	636	636	0	0	0	
Lease Agreement		02/28/2022	06/12/2018		16	78	78	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Lease Agreement		07/16/2013	03/20/2008		18	435	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	09/10/2018		4	1,131	1,131	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	10/31/1991	10/14/1994		7,200	0	36,460	0	0	0	0	0	0	
Lease Agreement		02/28/2010	03/20/2004	03/21/2008	18	1,755	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	04/20/2018		6	430	430	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	11/25/1991	12/10/1993		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/11/2010	05/29/2009		13	7,348	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	03/30/2019		8	2,186	2,186	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2010	03/30/2007	04/01/2010	18	2,070	1,054	385,779	414	414	0	0	0	0	
Lease Agreement		09/30/2021	03/10/2018		21	1,910	1,910	385,779	516	259	0	0	257	0	
Credit Cards		02/28/2011	01/10/1990	04/08/1994		5,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		12/03/2014	07/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2022	03/20/2019		9	1,734	1,734	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	05/22/1996	01/18/2002		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		04/13/2016	02/28/2003	01/01/2006	18	243	0	385,779	0		0	0	0	0	
Lease Agreement		09/02/2021	05/25/2018		23	31,425	12,775	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	09/01/1994	01/30/1995		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/08/2016	07/20/2007	07/21/2009	18	0	31	385,779	0		0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			120,177	28,762	385,779	28,761	10,014	10,014	8,732	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Lease Agreement		02/28/2011	01/19/2009		24	1,623	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			202,638	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	04/12/1996				0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	11/17/2008	11/21/2013	60	3,720	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2013	06/19/2001	12/07/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/1999	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/20/1999	06/29/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/21/1999	04/03/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/03/1998	06/09/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1997	12/03/2008	0	1,400	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2017	01/01/1997	10/10/2007	0	3,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/18/2021		2	9,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2019	11/29/2019		0	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/20/2021	04/18/2022	15	55,000	1,841	36,460	1,841	0	0	0	1,841	0	
Lease Agreement		12/31/2021	12/29/2017			37,711	1,590	385,779	1,590	1,590	0	0	0	0	
Lease Agreement		11/30/2013	02/01/2001	07/17/2007	0	8,460	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			110,519	2,763	385,779	2,762	2,762	0	0	0	0	
Credit Cards		02/28/2011	03/04/1997	07/15/1999		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	04/13/2000	06/13/2007		4,864	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/15/2021	09/09/2016	12/01/2020	8	13,957	2,313	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	01/04/1995	05/30/1999		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2009	01/15/2006	11/30/2009	1	40,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			33,645	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	07/27/1994	03/31/1995		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		05/31/2012	05/23/2008	05/31/2012	6	34,332	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			30,545	0	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	07/21/1994	12/16/1997		15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2008	07/29/2005	08/19/2008	2	25,280	1,404	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			626,214	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	05/07/1996	03/22/1998		3,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2011	01/31/2008		24	22,458	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	11/21/2017	07/29/2021		4,718	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	11/13/1996	08/09/2001		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2012	01/11/2007	06/14/2012	60	48,697	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/01/2022	10/17/2017			8,536	1,727	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	02/15/1994	02/07/1998		15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/06/1998	02/08/2002		2,131	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	10/31/2017		20	62,750	50,600	385,779	0	0	0	0	0	0	
Credit Cards		07/31/2010	02/03/2003	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/02/2015	02/01/2007	02/01/2012		3,857		385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	01/30/2016		18	7,027	1,591	385,779	439	439	0	0	0	0	
Credit Cards		10/31/2016	11/11/2004	06/22/2007	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/24/1998	03/07/2000	0	16,965	0	385,779	0	0	0	0	0	0	
Credit Cards		11/30/2016	10/20/2004	12/15/2009	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/2019		4	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/28/2018		8	6,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	11/23/2016			1	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/10/2014		23	2,219	729	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2017	06/20/2016			9,406	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1999	12/05/2008	0	750	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2004	12/26/2000	11/14/2003	6	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	03/20/2003	12/27/2006	0	0	0	36,460	0	0	0	0	0	0	290
Credit Cards		11/30/2016	03/07/2003	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	09/30/2004	09/10/2009	0	29,727	0	385,779	0	0	0	0	0	0	
Credit Cards		10/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	05/16/2002	06/29/2007	0	1,375	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2005	08/26/2003	01/10/2005	13	20,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	11/17/2003	03/18/2009	0	2,397	0	385,779	0	0	0	0	0	0	

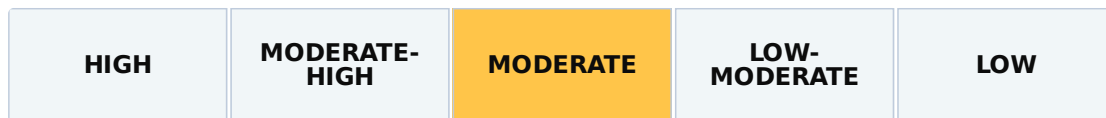
Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		10/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	02/20/1998	07/31/2001		5,729	0	385,779	0	0	0	0			
Credit Cards		09/04/2014	03/19/2002			1,523	0	36,460	0	0	0	0			
Lease Agreement		06/30/2003	06/20/1997	07/10/2001		22,801	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	12/07/2005	12/08/2005	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/06/1998	11/28/2001		9,527	0	385,779	0	0	0	0			
Credit Cards		11/30/2016	06/06/2005	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/06/1998	10/24/2002		21,340	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/02/2005	01/05/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/06/1998	07/31/2001		4,643	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	09/29/2004	01/28/2011	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/05/1999	07/24/2002		11,764	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	04/24/2005	09/24/2012	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/16/1999	07/15/2002	0	5,330	0	385,779	0	0	0	0			
Credit Cards		10/31/2016	01/05/2005	10/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/06/2003	10/01/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	06/01/1991	06/30/1998	0		0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	10/01/1993	10/29/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	11/01/1993	08/09/2004	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	10/01/1993	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	11/01/1995	12/03/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	08/01/1995	07/28/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	02/03/2003	01/16/2006	0		0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/13/1998	07/14/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	02/20/1998	01/28/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/20/1997	06/29/2001		3,911	0	385,779	0	0	0	0			
Credit Cards		03/31/2007	03/09/1988	10/23/2004	0	3,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	12,212	385,779	0	0	0	0			
Credit Cards		05/31/2022	10/01/1992	09/25/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	05/10/1999	06/26/2001		11,322	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/27/2011	03/05/2014		10,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	02/20/1997	07/01/2002	0	52,920	0	385,779	0	0	0	0			
Credit Cards		08/31/2015	04/13/2012	09/03/2017	18	10,000	393	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	02/28/2005	05/27/2010	0	2,397	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	08/05/2011	07/16/2021	24	5,700	4,039	36,460	0	0	0	0	0	0	
Lease Agreement		02/12/2009	03/29/2007		22	6,840	2,850	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2017	10/27/2010	07/01/2017		0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2010	11/20/2003	01/26/2009	0	2,097	0	385,779	0	0	0	0			
Credit Cards		05/31/2014	01/19/2010		12	11,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/20/1997	05/07/2001		12,026	0	385,779	0	0	0	0			
Credit Cards		10/31/2013	06/09/1999	07/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	11,282	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/06/1998	06/20/2002		2,648	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	05/01/1994	12/02/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	03/01/1994	02/09/2000	0		0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	01/01/1993	11/10/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1991	11/26/2008	0	6,700	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1991	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	04/01/1990	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/01/1990	05/26/2005	0	8,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/01/1989	11/26/2008	0	7,900	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	08/01/1989	03/31/1999	24	0		36,460							2,375
Credit Cards		10/31/2009	07/01/1996	12/05/2008	0	8,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	09/09/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	12/06/1999	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	01/21/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		09/30/2008	06/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		09/30/2008	03/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	09/01/1995	06/16/2009	0	500	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	07/01/1995	07/18/2010	0	5,700	0	36,460	0	0	0	0	0	0	0
Credit Cards		09/30/2008	03/01/1992	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	02/28/2003	11/25/2014		7,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	04/12/2002	04/30/2002		2,000	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2013	11/24/1998	03/24/2006	0	10,000	0	36,460	0	0	0	0	0	0	0
Credit Cards		11/30/2016	04/07/2000	04/02/2014	0	5,000	0	36,460	0	0	0	0	0	0	0
Credit Cards		10/31/2016	10/13/1997	06/08/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	03/19/2003	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		01/31/2018	10/31/2009	09/20/2017	12		0	36,460	0	0	0	0	0	0	0
Credit Cards		04/30/2010	03/25/1997	01/14/2005	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		11/30/2016	04/10/1997	10/02/2001	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		11/30/2016	12/28/1995	01/31/2005	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		01/31/2004	11/10/1998	12/17/2007	0		413	36,460	0	0	0	0	0	0	0
Credit Cards		11/30/2016	11/16/1998	07/01/2005	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		09/30/2008	06/03/1998	08/28/2001	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		06/30/2003	11/17/1998	08/26/2008	0		0	36,460	0	0	0	0	0	0	0
Credit Cards		01/31/2014	11/12/2001	09/30/2005	0	6,750	0	36,460	0	0	0	0	0	0	1,396
Credit Cards		06/30/2003	10/18/2000	08/21/2008	0		0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	10/16/2000	06/09/2008	0	0	0	36,460	0	0	0	0	0	0	0

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US\$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **4** have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **4**: **14 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable:**5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below.

Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

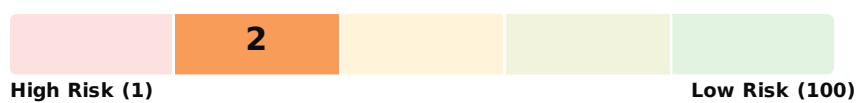
Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open liens and judgments
- High proportion of past due balances to total amount owing

Level of Risk Moderate-High	Raw Score 1343	Probability of Failure 2.29 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 4
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Business and Industry Trends

▲ FAILURE SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	2
Region:(SOUTH ATLANTIC)	33
Industry:MANUFACTURING	56
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Evidence of open suits, liens, and judgments
- Higher risk industry based on delinquency rates for this industry

Level of Risk Moderate	Raw Score 513	Probability of Delinquency 4.75 %	Compared to Businesses in D&B Database 10.2 %	Class 3
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Business and Industry Trends

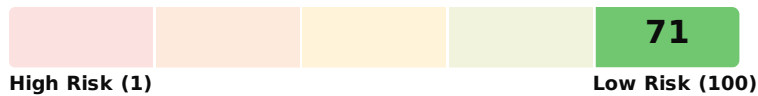
△ DELINQUENCY SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	60
Region:(SOUTH ATLANTIC)	34
Industry:MANUFACTURING	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX



When weighted by amount, Payments to suppliers average 14 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

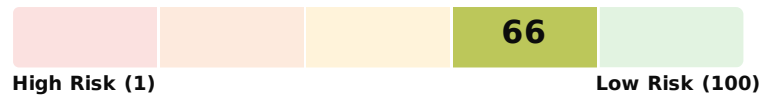
Business and Industry Trends

3585 - Mfg refrigeration/heating equipment

△ PAYDEX □ Industry Lower Quartile ◡ Industry Median Quartile * Industry Upper Quartile

Equals

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 19 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

D&B RATING

Current Rating as of 11/05/2009

Special Rating

-- : Undetermined

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
14
Days Beyond Terms

% of Trade Within Terms
56%

Highest Past Due
US\$ 700,000

Highest Now Owing: US\$ 4,000,000	Total Trade Experiences: 715 Largest High Credit: US\$ 8,000,000 Average High Credit: US\$ 109,748	Total Unfavorable Comments : 1 Largest High Credit: US\$ 2,500 Total Placed in Collections: 5 Largest High Credit: US\$ 0
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D&B PAYDEX <p>71</p> <p>High Risk (1) Low Risk (100)</p> <p>When weighted by amount, Payments to suppliers average 14 days beyond terms</p> <ul style="list-style-type: none"> High risk of late payment (Average 30 to 120 days beyond terms) Medium risk of late payment (Average 30 days or less beyond terms) Low risk of late payment (Average prompt to 30+ days sooner) <p>Industry Median 72 Equals 12 Days Beyond Terms</p>	D&B 3 MONTH PAYDEX <p>66</p> <p>High Risk (1) Low Risk (100)</p> <p>Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 19 days beyond terms</p> <ul style="list-style-type: none"> High risk of late payment (Average 30 to 120 days beyond terms) Medium risk of late payment (Average 30 days or less beyond terms) Low risk of late payment (Average prompt to 30+ days sooner) <p>Industry Median 72 Equals 12 Days Beyond Terms</p>
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BUSINESS AND INDUSTRY TRENDS Based on 24 months of data

3585 - Mfg refrigeration/heating equipment

▲ PAYDEX
 ■ Industry Lower Quartile
 ○ Industry Median Quartile
 ✳ Industry Upper Quartile

	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	2022	Current	
This Business	73	73	73	72	72	72	72	72	72	72	72	72	72	74	74	71	73	73	74	72	73	73	71	71		
Industry Quartile																										
Upper	-	-	76	-	-	76	-	-	76	-	-	77	-	-	77	-	-	76	-	-	77	-	-	-	-	-
Median	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	-	-	-
Lower	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	88	US\$ 57,750,000	76
50,000 - 99,999	41	US\$ 2,950,000	50
15,000 - 49,999	90	US\$ 2,460,000	60
5,000 - 14,999	109	US\$ 772,500	52
1,000 - 4,999	123	US\$ 229,500	59
Less than 1,000	134	US\$ 40,600	57

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼15 - Building Construction - General Contractors and Operative Builders	1	2,500	50	0	0	0	50
1531 - Operative	1	2,500	50	0	0	0	50

builders								
▼17 - Construction - Special Trade Contractors	6	400,000	95	1	4	0	0	
1731 - Electrical contractor	3	400,000	90	2	8	0	0	
1711 - Mechanical contractor	3	100,000	100	0	0	0	0	
▼26 - Paper and Allied Products	5	500,000	33	33	0	0	0	
2653 - Mfg corrugated boxes	2	500,000	50	50	0	0	0	
2631 - Paperboard mill	2	400,000	49	50	0	0	1	
2679 - Mfg converted paper	1	0	0	0	0	0	0	
▼27 - Printing, Publishing and Allied Industries	12	1,000,000	54	9	29	0	9	
2759 - Misc coml printing	5	1,000,000	50	0	17	0	33	
2761 - Mfg manifold forms	5	100,000	64	34	0	0	2	
2711 - Newspaper-print/publ	1	5,000	0	0	100	0	0	
2741 - Misc publishing	1	100	100	0	0	0	0	
▼28 - Chemicals and Allied Products	4	750,000	84	16	0	0	0	
2851 - Mfg paint/allied prdt	2	250,000	51	49	0	0	0	
2821 - Mfg plastics/resins	1	750,000	100	0	0	0	0	
2891 - Mfg adhesives/sealant	1	200,000	100	0	0	0	0	
▼29 - Petroleum Refining and Related Industries	1	1,000	0	0	0	0	100	
2999 - Mfg misc petro prdts	1	1,000	0	0	0	0	100	
▼30 - Rubber and Miscellaneous Plastics Products	2	40,000	25	25	0	0	50	
3089 - Mfg misc plastic prdt	1	40,000	50	50	0	0	0	
3053 - Mfg sealing devices	1	500	0	0	0	0	100	
▼31 - Leather and Leather Products	1	75,000	50	50	0	0	0	
3143 - Mfg men's footwear	1	75,000	50	50	0	0	0	
▼33 - Primary Metal Industries	1	200,000	50	50	0	0	0	
3351 - Copper roll/drawing	1	200,000	50	50	0	0	0	

▼34 - Fabricated Metal Products except Machinery and Transportation Equipment	11	100,000	28	45	3	3	21
3491 - Mfg industrial valves	5	100,000	16	20	19	19	26
3494 - Mfg valve/pipe fittng	2	25,000	50	50	0	0	0
3433 - Mfg non-elect heaters	1	100,000	50	50	0	0	0
3443 - Mfg plate work	1	10,000	50	50	0	0	0
3444 - Mfg sheet metalwork	1	2,500	0	0	0	0	100
3452 - Mfg bolt/screw/rivets	1	1,000	0	100	0	0	0
▼35 - Industrial and Commercial Machinery and Computer Equipment	64	4,000,000	51	13	9	9	18
3585 - Mfg refrig/heat equip	30	4,000,000	96	2	1	0	1
3564 - Mfg blowers/fans	6	200,000	98	1	0	0	1
3593 - Mfg cylinder/actuator	5	500,000	48	49	0	0	3
3531 - Mfg construction mach	5	200,000	54	46	0	0	0
3572 - Mfg computer storage	5	30,000	47	40	8	0	5
3579 - Mfg misc office eqpt	5	750	80	15	0	0	5
3569 - Mfg general machinery	2	1,000,000	50	0	38	12	0
3563 - Mfg air/gas compress	2	2,500	36	0	64	0	0
3534 - Mfg elevator/escaltrs	1	55,000	0	0	0	0	100
3548 - Mfg welding apparatus	1	10,000	0	0	0	0	100
3599 - Mfg industrial mach	1	5,000	100	0	0	0	0
3553 - Mfg woodworking mach.	1	2,500	0	0	0	100	0
▼36 - Electronic and other electrical equipment and components except computer equipment	31	8,000,000	49	24	3	20	4
3625 - Mfg relays/controls	8	8,000,000	51	48	1	0	0

3621 - Mfg motors/generators	8	250,000	50	0	26	0	24
3672 - Mfg print circuit brd	5	1,000,000	50	0	0	47	3
3678 - Mfg elect. connectors	4	20,000	36	43	7	0	14
3694 - Mfg elect engine eqpt	1	20,000	50	50	0	0	0
3639 - Mfg home appliances	1	20,000	100	0	0	0	0
3643 - Mfg electric wire dev	1	7,500	100	0	0	0	0
3613 - Mfg switchgear-boards	1	5,000	0	0	0	100	0
3645 - Mfg home light fixt	1	2,500	50	0	0	50	0
3648 - Mfg misc light equip	1	750	0	100	0	0	0
▼37 - Transportation Equipment	3	600,000	50	27	0	0	24
3724 - Mfg plane engine/part	2	35,000	0	53	0	0	47
3714 - Mfg car parts	1	600,000	100	0	0	0	0
▼38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	26	400,000	31	11	37	6	15
3823 - Mfg process controls	10	250,000	60	6	0	34	0
3861 - Mfg photograph equip	5	400,000	0	0	86	0	14
3842 - Mfg surgical supplies	4	80,000	52	0	45	3	0
3824 - Mfg fluid meters	3	80,000	0	62	38	0	0
3851 - Mfg ophthalmic goods	3	10,000	22	0	0	0	78
3825 - Mfg electric test prd	1	1,000	50	0	50	0	0
▼42 - Motor Freight Transportation and Warehousing	19	200,000	53	32	0	0	15
4213 - Trucking non-local	19	200,000	53	32	0	0	15
▼45 - Transportation by Air	1	1,000	100	0	0	0	0
4513 - Air courier service	1	1,000	100	0	0	0	0
▼47 - Transportation Services	10	250,000	30	35	1	33	1
4731 - Arrange	10	250,000	30	35	1	33	1

cargo transpt							
▼48 - Communications	20	45,000	64	0	0	36	0
4813 - Telephone communictns	15	45,000	92	0	0	7	1
4812 - Radiotelephone commun	4	7,500	100	0	0	0	0
4833 - Television station	1	7,500	0	0	0	100	0
▼49 - Electric, Gas and Sanitary Services	18	200,000	88	13	0	0	0
4911 - Electric services	17	200,000	75	25	0	0	0
4924 - Natural gas distrib	1	1,000	100	0	0	0	0
▼50 - Wholesale Trade - Durable Goods	174	900,000	59	14	14	3	11
5063 - Whol electrical equip	42	900,000	54	39	1	1	5
5074 - Whol plumb/hydraulics	39	75,000	18	42	24	16	0
5084 - Whol industrial equip	25	250,000	64	4	16	0	16
5085 - Whol industrial suppl	24	750,000	92	4	2	0	2
5065 - Whol electronic parts	13	400,000	60	36	0	4	0
5075 - Whol heating/ac equip	11	20,000	41	9	28	3	19
5051 - Whol metal	7	95,000	28	34	38	0	0
5072 - Whol hardware	2	25,000	50	22	0	28	0
5031 - Whol lumber/millwork	2	10,000	97	3	0	0	0
5023 - Whol homefurnishings	1	750,000	50	50	0	0	0
5082 - Whol const/mine equip	1	50,000	50	0	50	0	0
5083 - Whol farm/garden mach	1	35,000	50	0	0	0	50
5064 - Whol appliances	1	20,000	100	0	0	0	0
5044 - Whol office equipment	1	10,000	100	0	0	0	0
5078 - Whol refrig equip	1	2,500	100	0	0	0	0
5045 - Whol computers/softwr	1	2,500	100	0	0	0	0
5013 - Whol auto parts	1	1,000	0	0	0	0	100

5046 - Whol misc coml equip	1	750	0	0	100	0	0
▼51 - Wholesale Trade - Nondurable Goods	22	80,000	67	13	13	5	2
5169 - Whol chemicals	10	80,000	50	24	3	20	3
5172 - Whol petroleum prdts	5	35,000	78	0	11	4	7
5113 - Whol service paper	5	20,000	57	41	0	0	2
5199 - Whol nondurable goods	1	25,000	100	0	0	0	0
5149 - Whol groceries	1	2,500	50	0	50	0	0
▼55 - Automotive Dealers and Gasoline Service Stations	3	40,000	100	0	0	0	0
5541 - Gas service station	2	5,000	100	0	0	0	0
5511 - Ret new/used autos	1	40,000	100	0	0	0	0
▼57 - Home Furniture Furnishings and Equipment Stores	2	6,000,000	100	0	0	0	0
5734 - Ret computer/software	1	6,000,000	100	0	0	0	0
5712 - Ret furniture	1	2,500	100	0	0	0	0
▼59 - Miscellaneous Retail	11	15,000	40	0	0	0	60
5999 - Ret misc merchandise	7	15,000	20	0	0	0	80
5943 - Ret stationery	3	7,500	100	0	0	0	0
5983 - Ret fuel oil dealer	1	5,000	0	0	0	0	100
▼60 - Depository Institutions	6	10,000	61	0	39	0	0
6021 - Natnl commercial bank	6	10,000	61	0	39	0	0
▼61 - Nondepository Credit Institutions	8	300,000	33	44	0	0	24
6153 - Short-trm busn credit	6	300,000	60	40	0	0	0
6159 - Misc business credit	2	1,000	5	47	0	0	48
▼73 - Business Services	41	5,000,000	54	31	12	2	2
7359 - Misc equipment rental	11	200,000	45	17	36	1	1
7361 - Employment agency	7	5,000,000	91	9	0	0	0

7389 - Misc business service	6	1,000	44	0	24	16	16
7381 - Detective/guard svcs	5	400,000	46	27	27	0	0
7363 - Help supply service	5	200,000	99	1	0	0	0
7372 - Prepackaged software	3	100,000	27	68	5	0	0
7353 - Hvy const eqpt rental	3	5,000	26	74	0	0	0
7373 - Computer system desgn	1	600,000	50	50	0	0	0
▼75 - Automotive Repair, Services and Parking	1	50	0	0	100	0	0
7513 - Truck rental/leasing	1	50	0	0	100	0	0
▼76 - Miscellaneous Repair Services	1	2,500	100	0	0	0	0
7694 - Armature rewinding	1	2,500	100	0	0	0	0
▼83 - Social Services	2	2,500	100	0	0	0	0
8322 - Family social service	2	2,500	100	0	0	0	0
▼87 - Engineering Accounting Research Management and Related Services	22	300,000	42	31	2	20	5
8744 - Facilities support	5	300,000	50	29	16	5	0
8734 - Testing laboratory	5	80,000	50	3	0	47	0
8742 - Management consulting	4	1,000	69	0	0	0	31
8748 - Business consulting	3	55,000	20	40	0	37	3
8711 - Engineering services	2	100,000	100	0	0	0	0
8741 - Management services	2	20,000	6	44	0	50	0
8721 - Accounting services	1	500	0	100	0	0	0
▼91 - Executive Legislative and General Government except Finance	1	2,500	100	0	0	0	0
9111 - Executive office	1	2,500	100	0	0	0	0
▼93 - Public Finance Taxation and Monetary Policy	24	100,000	100	0	0	0	0

9311 - Public finance	24	100,000	100	0	0	0	0
▼94 - Administration of Human Resource Programs	2	10,000	100	0	0	0	0
9431 - Admin public health	2	10,000	100	0	0	0	0
▼96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
▼99 - Nonclassifiable Establishments	35	750,000	89	4	4	2	1
9999 - Nonclassified	35	750,000	89	4	4	2	1

TRADE LINES						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/22	Pays Promptly	N30	5,000	0	0	1
06/22	Pays Promptly	N30	2,500	0	0	1
06/22	Pays Promptly	N30	1,000	500	0	1
06/22	Pays Promptly	N30	750	750	0	1
06/22	Pays Promptly	-	250	250	0	1
06/22	Pays Slow 60+	N30	5,000	5,000	5,000	Between 2 and 3 Months
06/22	Pays Slow 30-90+	-	55,000	0	0	Between 2 and 3 Months
06/22	Pays Slow 90+	-	7,500	0	0	Between 6 and 12 Months
05/22	Pays Promptly	N90	5,000,000	3,000,000	0	1
05/22	Pays Promptly	-	750,000	600,000	0	1
05/22	Pays Promptly	-	250,000	100,000	0	1
05/22	Pays Promptly	-	100,000	100,000	0	1
05/22	Pays Promptly	-	80,000	55,000	0	1
05/22	Pays Promptly	-	40,000	25,000	1,000	1
05/22	Pays Promptly	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	20,000	15,000	0	1
05/22	Pays Promptly	-	10,000	5,000	0	1
05/22	Pays Promptly	-	10,000	10,000	0	1
05/22	Pays Promptly	-	7,500	2,500	0	1
05/22	Pays Promptly	-	5,000	5,000	0	1
05/22	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	2,500	2,500	750	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	0	0	1
05/22	Pays Promptly	-	2,500	1,000	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	750	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	1,000	500	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/22	Pays Promptly	N30	1,000	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	750	250	0	1
05/22	Pays Promptly	-	500	0	0	1
05/22	Pays Promptly	-	250	0	0	1
05/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	250	250	0	1
05/22	Pays Promptly	-	100	0	0	1
05/22	Pays Promptly	-	100	50	0	1
05/22	Pays Promptly	-	50	0	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	50	50	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 15+	-	5,000	5,000	2,500	1
05/22	Pays Prompt to Slow 30+	-	500,000	500,000	60,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	100,000	80,000	30,000	1
05/22	Pays Prompt to Slow 30+	-	85,000	25,000	25,000	1
05/22	Pays Prompt to Slow 30+	-	55,000	2,500	500	1
05/22	Pays Prompt to Slow 30+	-	20,000	7,500	1,000	1
05/22	Pays Prompt to Slow 30+	-	20,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 30+	-	2,500	750	250	1
05/22	Pays Prompt to Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	2,500	50	1
05/22	Pays Prompt to Slow 60+	-	1,000	1,000	1,000	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	250	250	Between 2 and 3 Months
05/22	Pays Prompt to Slow 90+	-	750	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 90+	-	70,000	40,000	10,000	1
05/22	Pays Prompt to Slow 120+	-	5,000	2,500	1,000	1
05/22	Pays Prompt to Slow 150+	N30	40,000	20,000	15,000	1
05/22	Pays Prompt to Slow 180+	N30	250,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	10,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 30+	-	2,500	500	50	1
05/22	Pays Slow 30+	-	50	0	0	Between 2 and 3 Months
05/22	Pays Slow 60+	-	75,000	50,000	10,000	-
05/22	Pays Slow 60+	-	1,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/22	Pays Slow 60+	-	100	100	100	-
05/22	Pays Slow 30-60+	-	20,000	2,500	2,500	-
05/22	Pays Slow 90+	-	7,500	7,500	7,500	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 90+	-	2,500	2,500	1,000	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 30-120+	N30	10,000	2,500	1,000	1
05/22	Pays Slow 120+	-	50	50	50	-
05/22	Pays Slow 60-180+	-	1,000	1,000	1,000	-
05/22	Placed for collection	-	0	2,500	2,500	-
05/22	-	Sales COD	0	0	0	1

OTHER PAYMENT CATEGORIES		
Other Payment Categories	Experience	Total Amount
Cash experiences	103	US\$ 222,300
Payment record unknown	14	US\$ 419,350
Unfavorable comments	1	US\$ 2,500
Placed for collections	5	US\$ 0
Total in D&B's file	715	US\$ 64,846,750

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

GLOBAL ULTIMATE		
Company	City , Country or Region	D-U-N-S® NUMBER
TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY	SWORDS , IRELAND	98-503-3590

DOMESTIC ULTIMATE		
Company	City , State	D-U-N-S® NUMBER
INGERSOLL-RAND US TRANE HOLDINGS CORPORATION	PISCATAWAY , New Jersey	96-330-6712

PARENT		
Company	City , State	D-U-N-S® NUMBER

TRANE INC.	PISCATAWAY , New Jersey	19-144-4587
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SUBSIDIARIES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
AMERICAN STANDARD LEASING INC	NASHVILLE , Tennessee	03-059-3599
THE TRANE COMPANY	LA CROSSE , Wisconsin	07-027-2299
A-S ENERGY, INC	NEW YORK , New York	10-328-6373
TRANE PUERTO RICO INC.	SAN JUAN , Puerto Rico	78-434-8349
AMERICAN STANDARD INTERNATIONAL INC.	PISCATAWAY , New Jersey	79-434-2063
TRANE INDIA LTD.	DAVIDSON , North Carolina	84-836-8002
TWENTYTHREEC, LLC	DAVIDSON , North Carolina	11-751-8021
TRANE CO	COLUMBIA , South Carolina	04-484-4910

SUBSIDIARIES (INTERNATIONAL)		
Company	City , Country or Region	D-U-N-S® NUMBER
Arctic Cool Chillers Limited	BRAMPTON , CANADA	20-295-1331
TRANE DISTRIBUTION PTE. LTD.	SINGAPORE , SINGAPORE	59-533-2230
SERVICE FIRST (UNITARY) (PTY) LTD	RANDBURG , SOUTH AFRICA	53-917-1709

BRANCHES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
TRANE U.S. INC.	CHATTANOOGA , Tennessee	00-103-5257
TRANE U.S. INC.	SAINT PAUL , Minnesota	00-521-1326
TRANE U.S. INC.	SHELTON , Connecticut	00-771-5048
TRANE U.S. INC.	CUPERTINO , California	01-092-8398
TRANE U.S. INC.	BRIDGETON , Missouri	01-594-2030
TRANE U.S. INC.	WESTBROOK , Maine	01-702-4402
TRANE U.S. INC.	FISHERS , Indiana	01-797-6890
TRANE U.S. INC.	ROANOKE , Virginia	01-811-2347
TRANE U.S. INC.	OMAHA , Nebraska	01-840-0783
TRANE U.S. INC.	PEORIA , Illinois	01-840-1013
TRANE U.S. INC.	ASHLAND , Virginia	01-840-2201
TRANE U.S. INC.	SUNNYVALE , California	01-840-2789

TRANE U.S. INC.	OAKLAND , California	01-840-3365
TRANE U.S. INC.	SANTA ROSA , California	01-840-3738
TRANE U.S. INC.	ANCHORAGE , Alaska	01-840-4264
TRANE U.S. INC.	SOUTH BEND , Indiana	01-840-4280
TRANE U.S. INC.	FORT WAYNE , Indiana	01-840-4603
TRANE U.S. INC.	SIOUX FALLS , South Dakota	01-840-4801
TRANE U.S. INC.	SPOKANE VALLEY , Washington	01-840-5337
TRANE U.S. INC.	PERRYSBURG , Ohio	01-840-6020
TRANE U.S. INC.	NEW CASTLE , Delaware	01-840-7234
TRANE U.S. INC.	SANTA CRUZ , California	01-834-8420
TRANE U.S. INC.	LEXINGTON , Kentucky	01-865-1237
TRANE U.S. INC.	FLINT , Michigan	01-817-0006
TRANE U.S. INC.	GREAT FALLS , Montana	01-817-0451
This list is limited to the first 25 branches.		

AFFILIATES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
FELLON-MCCORD & ASSOCIATES, LLC	LOUISVILLE , Kentucky	79-602-2796
HOUSTON TRANE, INC.	LUBBOCK , Texas	78-304-5094
STANDARD TRANE INSURANCE COMPANY	BURLINGTON , Vermont	61-959-8308
AMERICAN SOCIETY OF HEATING	GREENVILLE , South Carolina	07-254-3171

AFFILIATES (INTERNATIONAL)		
Company	City , Country or Region	D-U-N-S® NUMBER
R&O Immobilien GmbH	OBERHAUSEN , GERMANY	31-250-4949
Trane S.A.	Romont FR , SWITZERLAND	48-785-9605
Trane Logistica, S. A. de C. V.	NAUCALPAN , MEXICO	81-251-3562
Industria Cerámica del Centro, S.A. de C.V.	NAUCALPAN , MEXICO	81-251-3604

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1 Latest Filing: 10/27/2017	10 Latest Filing: 10/24/2020	7 Latest Filing: 03/16/2020	421 Latest Filing: 02/07/2022

EVENTS

Judgement - Court Judgement

Filing Date	10/27/2017
Filing Number	SC 000879 17
Status	Unsatisfied
Date Status Attained	10/27/2017
Received Date	10/30/2017
Award	US\$ 336
Debtors	TRANE US INC, TYLER, TX
Creditors	GLOBAL CURRENCY SERVLLC, MORRISVILLE, PA
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF MERCER COUNTY, TRENTON, NJ

Lien - Tax Lien

Filing Date	10/24/2020
Filing Number	30011846
Status	Open
Date Status Attained	10/24/2020
Received Date	12/02/2020
Amount	US\$ 15,097
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	08/25/2020
Filing Number	12330328
Status	Open
Date Status Attained	08/25/2020
Received Date	09/30/2020
Amount	US\$ 12,716
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date 07/14/2020
Filing Number 1842539
Status Open
Date Status Attained 07/14/2020
Received Date 10/26/2020
Amount US\$ 25
Debtors TRANE US INC AND OTHERS
Creditors BALDWIN COUNTY SALES & USE TAX DEPARTMENT
Court BALDWIN COUNTY RECORDER OF DEEDS, BAY MINETTE, AL

Lien - Tax Lien

Filing Date 07/08/2020
Filing Number 12288701
Status Open
Date Status Attained 07/08/2020
Received Date 08/01/2020
Amount US\$ 6,051
Debtors TRANE US INCORPORATED AND OTHERS
Creditors STATE OF INDIANA
Court MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date 07/08/2020
Filing Number 12291891
Status Release
Date Status Attained 09/25/2020
Received Date 12/02/2020
Amount US\$ 9,965
Debtors TRANE US INCORPORATED AND OTHERS
Creditors STATE OF INDIANA
Court MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date 07/08/2020
Filing Number 12304243
Status Release
Date Status Attained 09/25/2020
Received Date 12/02/2020

Amount	US\$ 9,991
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12320496
Status	Release
Date Status Attained	10/16/2020
Received Date	12/02/2020
Amount	US\$ 270,728
Debtors	TRANE COMPANY THE, RUSHVILLE, IN
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12321979
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020
Amount	US\$ 6,674
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	02/20/2020
Filing Number	2470/3411
Status	Open
Date Status Attained	02/20/2020
Received Date	03/19/2020
Amount	US\$ 3,410
Debtors	TRANE US INC, NASHVILLE, TN
Creditors	SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
Court	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Lien - Tax Lien

Filing Date	03/13/2017
Filing Number	2193/2103
Status	Open
Date Status Attained	03/13/2017
Received Date	04/12/2017
Amount	US\$ 76,060
Debtors	TRANE U S INC
Creditors	SOUTH CAROLINA DEPARTMENT OF REVENUE
Court	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Suit

Filing Date	03/16/2020
Filing Number	202000301995
Status	Pending
Date Status Attained	03/16/2020
Received Date	03/20/2020
Cause	Breach Of Contract
Plaintiffs	A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant	TRANE, PUEBLO, CO
Defendant	TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/16/2020
Filing Number	202000301995
Status	Pending
Date Status Attained	03/16/2020
Received Date	03/20/2020
Cause	Breach Of Contract
Plaintiffs	A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant	TRANE, PUEBLO, CO
Defendant	TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	05/28/2019
Filing Number	2019-016336-CA-01

Status	Pending
Date Status Attained	05/28/2019
Received Date	06/01/2019
Plaintiffs	DEAUVILLE HOTEL PROPERTY LLC
Defendant	TRANE USA, INC., MIARAMAR, FL
Defendant	AND OTHERS
Court	DADE COUNTY CIRCUIT COURT, MIAMI, FL

Suit

Filing Date	01/02/2019
Filing Number	201801203530
Status	Pending
Date Status Attained	01/02/2019
Received Date	01/04/2019
Cause	Breach Of Contract
Plaintiffs	HUNTER ROBERTS CONSTRUCTION GROUP, LLC, PHILADELPHIA, PA
Defendant	TRANE U.S., INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	07/29/2015
Filing Number	201500013014
Status	Pending
Date Status Attained	07/29/2015
Received Date	07/08/2016
Plaintiffs	JEWISH COMMUNITY CENTER OF GREATER PITTSBURGH, PITTSBURGH, PA
Defendant	TRANE, PITTSBURGH, PA
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

Suit

Filing Date	10/02/2014
Filing Number	201400904451
Status	Pending
Date Status Attained	10/02/2014
Received Date	07/08/2016
Plaintiffs	SULLIVAN JR., GERALD G, CHICAGO, IL
Defendant	TRANE U.S. INC.
Defendant	AND OTHERS

Court PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date 03/19/2014
Filing Number 2014CV000423
Status Pending
Date Status Attained 03/19/2014
Received Date 07/08/2016
Plaintiffs VILLAGE OF PLEASANT PRAIRIE, PLEASANT PRAIRIE, WI
Defendant TRANE US INC, LA CROSSE, WI
Defendant AND OTHERS
Court KENOSHA COUNTY CIRCUIT COURT, KENOSHA, WI

UCC Filing - Continuation

Filing Date 08/17/2018
Filing Number 1876644645
Received Date 08/20/2018
Original Filing Date 02/10/2014
Original Filing Number 147398867164
Secured Party WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date 05/31/2018
Filing Number 2018 3692833
Received Date 07/10/2018
Collateral Account(s) including proceeds and products - Assets including proceeds and products - Machinery including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Secured Party PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors TRANE U.S. INC., HAMILTON, NJ
Filing Office SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date 05/31/2018
Filing Number 52812503
Received Date 07/03/2018

Collateral	Assets including proceeds and products - General intangibles(s) including proceeds and products - Fixtures including proceeds and products - Equipment including proceeds and products
Secured Party	PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors	TRANE U.S. INC., HAMILTON, NJ
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	10/30/2017
Filing Number	2017 7164371
Received Date	12/01/2017
Collateral	Account(s) and proceeds - Leased Equipment and proceeds
Secured Party	MARLIN BUSINESS BANK, SALT LAKE CITY, UT
Debtors	TRANE U.S. INC., GREENVILLE, SC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/28/2017
Filing Number	2017 6463753
Received Date	11/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	2017 5876401
Received Date	10/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	52394102
Received Date	09/26/2017

Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING &. CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	07/05/2017
Filing Number	170023207385
Received Date	07/18/2017
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Account(s) and proceeds - Contract rights and proceeds - and OTHERS
Secured Party	COMMERCE NATIONAL BANK., A BRANCH OF LUBBOCK NATIONAL BANK, LUBBOCK, TX
Debtors	PEARL HOUSTON MEDICAL CENTER LLC, HOUSTON, TX
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744858
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744684
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	04/08/2014
Filing Number	1474064778
Received Date	04/25/2014
Original Filing Date	02/10/2014
Original Filing Number	147398867164
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party	WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	02/10/2014
Filing Number	147398867164
Received Date	02/28/2014
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - and OTHERS
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

SPECIAL EVENTS

Date	Event Description
02/24/2022	The Chief Executive Officer is now Dave Regnery, CEO.
02/17/2022	Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW

D-U-N-S

00-134-4621

Legal Form

Corporation (US)

History Record

Clear

Date Incorporated

03/26/1929

Business Commenced On

1929

State of Incorporation

DELAWARE

Ownership

Not publicly traded

Mailing Address

PO Box 6820
PISCATAWAY, NJ, 08855, UNITED STATES

Telephone

+1 704 655 4000

Website

www.trane.com

Present Control Succeeded

1929

SIC

35850101

NAICS

333415

Employees

6,500

Age (Year Started)

93 Years (1929)

Named Principal

Dave Regnery, CEO

Line of Business

Mfg refrigeration/heating equipment



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2019-08-02
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TRANE U.S. INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	03/26/1929
Registration ID	255803
Registration Status	GOOD STANDING

Date Status Attained	03/02/2017
Filing Date	03/26/1929
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION
Registered Agent	
Name	CORPORATION SERVICE COMPANY
Address	251 LITTLE FALLS DRIVE, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

DAVE REGNERY, CEO

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 02/24/2022

The Delaware Secretary of State's business registrations file showed that Trane U.S. Inc. was registered as a Corporation on March 26, 1929, under the file registration number 255803. The name was changed from American Standard Inc. to Trane U.S. Inc. by charter amendment on November 8, 2007.

Business started 1929. 100% of capital stock is owned by the parent company.

All of its outstanding common stock is owned by Trane Inc (Formerly : American Standard Companies Inc, name changed in Nov 1994 from ASI Holding Corporation) that was formed in 1988 by Kelso & Company LP to effect the acquisition of American Standard Inc.

On June 5, 2008 Trane was acquired by Ingersoll-Rand for \$10.1 billion.

RECENT EVENTS:.

On July 5, 2012, Mary Beth Martin, Productivity Manager for Americas Accounting, stated that Trane Comfort Solutions, Inc., Piscataway, NJ, has merged with and into Trane U.S., Inc., Piscataway, NJ, last July 1, 2012. With the merger, Trane Comfort Solutions, Inc. has ceased to exist as a legal entity, and all its branches would now operate as Trane U.S., Inc. locations. No further details are available.

DAVE REGNERY. July 2021-present active here.

According to a published report dated May 29, 2009, the Massachusetts Attorney General Martha Coakley's Office has reached an agreement with Trane U.S. Inc, of Piscataway, New Jersey, and its treasurer, David S Kuhl, for violating the Massachusetts Wage and Hour Laws.

As part of the settlement agreement, Trane and Kuhl will pay \$38,000 in restitution to 15 employees who worked on numerous public projects in Massachusetts between Aug 2005 and May 2009. The company and Kuhl also agreed to pay a \$10,000 fine to the Commonwealth for failing to pay the prevailing wage and failing to submit certified payroll records in violation of the law.

Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/24/2022

Business Information

Trade Names (SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ); TRANE

Business Information**Description**

Subsidiary of TRANE INC., PISCATAWAY, NJ started 1988 which operates as a holding company. Parent company owns 100% of capital stock. Parent company has seven other subsidiary(ies). Intercompany relations: service transactions on a ongoing and continuing basis.

As noted this company is a subsidiary of Trane Inc., Piscataway, NJ. DUNS 19-144-4587 and reference is made to that report for background information on the parent company and its management.

Manufactures air conditioning, refrigeration or heating equipment, specializing in air conditioning units, complete air conditioning equipment, air conditioning condensers or condensing units and heating equipment. Manufactures fans, blowers and air purification equipment, specializing in commercial or industrial ventilating fans. Manufactures environmental controls, specializing in air conditioning or refrigeration controls. Manufactures electric housewares and fans, specializing in room dehumidifiers.

Terms are Net 30 and 60 days. Brands include Trane and American-Standard. Sells to building and construction industries. Territory : International.

Employees

6,500 which includes officer(s). Undetermined employed here.

Financing Status

Secured

Facilities

Leases premises in a multi story steel building.

Location

Central business section on main street.

Related Concerns**SIC/NAICS Information**

Industry Code	Description	Percentage of Business
3585	Mfg refrigeration/heating equipment	-
35850101	Air conditioning units, complete: domestic or industrial	-
35850100	Air conditioning equipment, complete	-
35850401	Air conditioning condensers and condensing units	-
35850300	Heating equipment, complete	-
35640205	Ventilating fans: industrial or commercial	-
38220100	Air conditioning and refrigeration controls	-
36340303	Dehumidifiers, electric: room	-

NAICS Codes**NAICS Description**

333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing

NAICS Codes	NAICS Description
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
335210	Small Electrical Appliance Manufacturing

GOVERNMENT ACTIVITY	
Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Associations

All Credit Files Created from this D&B Live Report

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES CREATED FROM THIS D&B LIVE REPORT			
Company Name	Type	Status	Date Created
No data found			

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT			
Company Name	Type	Status	Date Created
TRANE U.S. INC.	Application - #FCLQNBK	Booked	10/09/2014
BRADY PARTS INC 9312227	ACCOUNT - #36032-0089	No Action Recommended	04/02/2015
TRANE PARTS CENTER OF ARKANSAS	ACCOUNT - #34065-0456	No Action Recommended	04/02/2015
DES MOINES TRANE	ACCOUNT - #72610-0456	No Action Recommended	04/02/2015
TRANE HVAC PARTS & SUPPLIES	ACCOUNT - #111753-0456	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0457	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0456	No Action Recommended	04/02/2015
TRANE COLUMBUS	Application - #FCH9AEC68	Declined	04/27/2015
Trane US Inc	Application - #FCPDDFF88K	Declined	09/21/2015
TRANE COMPANY - WACO PLANT	ACCOUNT - #124380-0456	No Action Recommended	06/27/2016
Trane us inc	Application - #FCNDD8HCGY	Declined	12/13/2016
TRANE COMPANY - DIVISION OF INGERSOLL RAND	Application - #FCN8ALKD4Y	Declined	10/19/2017

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Snapshot D-U-N-S Number 00-134-4621	Saved	10/25/2017
MID MICHIGAN TRANE SERVICE CO	ACCOUNT - #106747-0456	No Action Recommended	08/18/2018
TAMPA BAY TRANE	Application - #FCN6H3XAEX	Declined	12/31/2018
TRANE - INGERSOLL RAND	Application - #FCNYWEL4PB	Approved	03/08/2019
trane technologies	Application - #FCCXAYDWITH	Approved	06/01/2021
TRANE U.S. INC.	Application - #FCC5QYV8NE	Approved	08/16/2021
Trane US Inc	Application - #FCCTPQVYPN	Approved	03/18/2022

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number

Endorsement/Billing Reference *

Sales Representatives

Kevin.Celestine@tranetechnologies.com

Credit Limit

Total Outstanding

0

0



Appendix 3

Exhibit B – Administration Agreement, Example



Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this 8 day of July 2022 between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and Trane U.S. Inc. ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 2 percent (2%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.


22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

TRANE U.S. INC.

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**



Signature
Greg Spencer

Name
Strategic Cooperative Program Leader

Title
July 8, 2022

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date



TRANE[®]

TRANE
TECHNOLOGIES

Appendix 4

Exhibit F – Federal Funds Certifications



Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

or

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

(d) Reporting requirement.

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

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

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

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

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

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

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

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

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

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

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

- (1) No Federal appropriated funds have been paid or will be paid for 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 paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? **YES**  _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? **YES**  _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? **YES**  _____ Initials of Authorized Representative of offeror

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

Offeror's Name: **Trane U.S. Inc.**

Address, City, State, and Zip Code: **800 Beaty Street, Davidson, NC, 28036-6924**

Phone Number: **469-442-6055** Fax Number:

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address:
gsspencer@trane.com

Signature of Authorized Representative:  _____ Date: **July 8, 2022**

FEMA SPECIAL CONDITIONS

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

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version April 12, 2022

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. REMEDIES

- a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

4. DAVIS-BACON ACT

- a. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. **Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. **Requirements.** If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

- a. **Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. **Applicability.** This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. **Suggested Language.** The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

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

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

- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- c. **Requirements.**
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. **Suggested Language.** The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. **Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. **Suggested Language.**

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

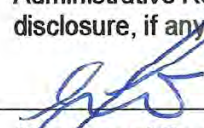
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Greg Spencer

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

July 8, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. **Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. **Applicability.** This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. **Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. **Suggested Language.**
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

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

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

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. **Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. **Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. **Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

- a. **Standard.** The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. **Applicability.** FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. **Standard.** FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. **Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

- a. **Standard.** Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. **Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

Offeror's Name: Trane U.S. Inc.

Address, City, State, and Zip Code: 800 Beaty Street, Davidson, NC, 28036-6924

Phone Number: 469-442-6055 Fax Number: _____

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address: gsspencer@trane.com

Signature of Authorized Representative:  _____

Date: July 8, 2022



TRANE®

TRANE
TECHNOLOGIES

Appendix 5

Exhibit G, New Jersey Business Compliance

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Trane U.S. Inc. New Jersey Branch

Organization Address: 19 Chapin Road Building B Suite 200, Pine Brook NJ 07058

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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

OR

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

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

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

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

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


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

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

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

Part IV Certification

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

Full Name (Print):	Christopher Baker	Title:	Area General Manager Trane New Jersey
Signature:		Date:	7/18/22

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Morris

ss:

I, Christopher Baker residing in Pine Brook
(name of affiant) (name of municipality)
in the County of Morris and State of New Jersey of full
age, being duly sworn according to law on my oath depose and say that:

I am Area General Manager New Jersey of the firm of Trane U.S. Inc. New Jersey Branch
(title or position) (name of firm)

the bidder making this Proposal for the bid

entitled Racine County, RFB-RC2022-1001-0-2022/DM, and that I executed the said proposal with
(title of bid proposal)

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

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

Subscribed and sworn to

before me this day

[Handwritten signature]

Signature

July 18th, 2022

Christopher Baker

(Type or print name of affiant under signature)

Morris County, NJ
Notary public of

My Commission expires 1/6/25

(Seal)



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

Company Name: Trane U.S. Inc. New Jersey Branch
Street: 19 Chapin Road, Building B Suite 200
City, State, Zip Code: Pine Brook, New Jersey 07058

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR


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

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

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

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

7/18/22
Date


Christopher Baker, Area General Manager Trane New Jersey
Authorized Signature and Title

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK NJ 07058



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of 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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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:	Trane U.S. Inc. New Jersey Branch		
Address:	19 Chapin Road, Building B Suite 200		
City:	Pine Brook	State: NJ	Zip: 07058

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.

*

	Christopher Baker	Area General Manager Trane New Jersey
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
			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

***It is the policy of Trane U.S. Inc. to comply with all laws of the U.S. and certain other countries that set strict limits on contributions by corporations to political parties and candidates. Trane U.S. Inc. chooses to focus corporate charitable contributions on non-political areas of interest. Trane U.S. Inc. and its subsidiaries do not support contributions to, nor does it sponsor employee involvement with, political organizations, candidates, public office holders, fraternal or labor organizations, or any cause that is inconsistent with the letter and spirit of the company's Code of Conduct and values. Employees may not make any direct or indirect political contribution or expenditure on behalf of Ingersoll Rand or any of its related companies, unless authorized in writing by Ingersoll Rand's Government and Public Affairs Office or the Ethics and Compliance Group.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation




Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

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

Subscribed and sworn before me this <u>18</u> day of <u>July</u> , <u>2022</u>	
(Notary Public)	(Affiant)
My Commission expires:	Kristin Hauser, Contracting Project Administrator
	(Print name & title of affiant)
	(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Signature

Date

Print Name and Title

DOC #7

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

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

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

Provided on following page



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TRANE U.S. INC.
Trade Name:
Address: 1 CENTENNIAL PLAZA PO BOX 6820
PISCATAWAY, NJ 08855-6820
Certificate Number: 0091327
Effective Date: January 09, 1939
Date of Issuance: July 14, 2015

For Office Use Only:
20150714091648948

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report **Provided on following page**
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf

for further information.

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

Name: Christopher Baker

Title: Area General Manager Trane New Jersey

Signature: 

Date: 7/18/22

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK NJ 07058



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFB-RC2022-1001-0-2022/DM

VENDOR/BIDDER: Trane U.S. Inc.

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

7/18/22

Signature

Date

Christopher Baker, Area General Manager Trane New Jersey

Print Name and Title

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TRANE U.S. INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 800-E BEATY STREET	Requester's name and address (optional)
	6 City, state, and ZIP code DAVIDSON, NC 28036	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
2	5	-	0	9	0	0	4	6	5

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/4/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*