

COURIER \_\_\_\_\_ E-MAIL \_\_\_\_\_

DATE: \_\_\_\_\_

## CITY ATTORNEY DOCUMENT # 25 - \_\_\_\_\_

*Advertising Deadline Date (if material will need to be advertised)* \_\_\_\_\_

*Agenda Deadline Date (if material is for a Council Meeting)* \_\_\_\_\_

DESCRIPTION	
	<b>TOTAL PAGES</b> (Including attorney document cover sheet)

REQUESTED BY: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

DEPARTMENT ADMINISTRATOR: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

Department DIRECTOR (*if not listed above*): \_\_\_\_\_

**MASTER AGREEMENT #080824****CATEGORY: HVAC Systems with Related Products and Services****SUPPLIER: Carrier Global Corporation**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 to Participating Entities. In Scope solutions include:
- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

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

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

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

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

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

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

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



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

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

xxi) **FEDERAL GOVERNMENT REQUIREMENTS STIPULATION:** The components, equipment and services provided by Supplier are commercial product and commercial service as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Supplier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Supplier will not agree to provide or certify cost or pricing data, nor will Supplier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs, DFARs, or FAA regulations shall apply to Supplier except those regulations expressly accepted in writing by Supplier.

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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



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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement to the extent that such Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Waiver of Consequential Damages.** Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.
- 19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 20) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of

the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
  - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

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

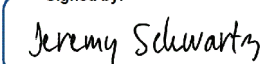
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.


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

080824-CAR

Sourcewell

Carrier Global Corporation

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
11/26/2024 | 1:39 PM CST  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Rusty Steele  
Title: Strategic Accounts Director  
Date: 11/25/24 \_\_\_\_\_



# RFP 080824 - HVAC Systems with Related Products and Services

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## Vendor Details

Company Name: Carrier Global Corp

Does your company conduct business under any other name? If yes, please state: Carrier Corporation

Address: 5900-H Northwoods Bus Pkwy  
Charlotte, NC 28269

Contact: Alex Relf

Email: alex.l.relf@carrier.com

Phone: 704-521-6443

HST#: 06-0991716

## Submission Details

Created On: Thursday June 20, 2024 10:57:55

Submitted On: Thursday August 08, 2024 08:11:14

Submitted By: Alex Relf

Email: alex.l.relf@carrier.com

Transaction #: b50f2ece-4444-4e78-8b64-db7cd970bc9e

Submitter's IP Address: 104.129.207.28

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Carrier Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Subsidiaries included in this submission, and falling under the Carrier umbrella are: Carrier Rental Systems, Spot Coolers, Automated Logic Corporation.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1GPA2	*
5	Provide your NAICS code applicable to Solutions proposed.	333415, 335314, 238220	
6	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C., 28269	*
7	Proposer website address (or addresses):	www.carrier.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Joe Ison. Strategic Account Manager. joseph.e.ison@carrier.com 501-529-9688	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf (National Account Manager) 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269 alex.l.relf@carrier.com 704-607-9491	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison (Strategic Account Manager) 715 E. Roosevelt Rd, Little Rock, AR. 72206 joseph.e.ison@carrier.com 501-529-9688	

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately \$22 Billion in 2023. The values that we hold high at Carrier underscore how we will serve our customers and shareholders to position the company for future growth. We are committed to always operating with integrity in everything we do. We will continue to be innovators and deliver industry-leading products. We are committed to excellence, for our customers and shareholders. We are a global company that fosters an inclusive environment for all. We will achieve our goals by leveraging our diverse talents and perspectives.	*
12	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the field to plan and prepare for the execution of the awarded contract.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2023, it was an \$22 billion company with over 53,000 employees serving customers in 160 countries on six continents. Carrier's Fitch Rating is BBB, and the outlook is stable. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicalities with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.	*
14	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
15	What is your Canadian market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Carrier Corporation has never filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Carrier is a manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>The OptiClean™ Dual-Mode Air Scrubber &amp; Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards.</p> <p>March 30, 2021 Carrier announced its Analytics &amp; Automation Center of Excellence (CoE) had won an IDG 2021 CIO 100 award for digital productivity. Now in its 37th year, this prestigious information technology (IT) award recognizes 100 elite organizations for their achievements in technology innovation.</p> <p>June 28, 2022 -- Carrier Global Corporation announced its Global Product Cybersecurity (GPC) program was named a 2022 CSO50 award winner by CSO, a premier security media brand providing insight into business risk leadership. The award program recognizes 50 organizations annually for security projects and initiatives. Carrier launched the GPC program in 2020 to support and deliver the strategic, production, operational and commercial cybersecurity-related demands to: 1) secure product development, 2) enhance product security operations, and 3) drive cybersecurity innovation. Just two years after program launch, CSO recognized Carrier GPC's dynamic secure product development and support lifecycle for its "outstanding business value and thought leadership."</p>	*
21	What percentage of your sales are to the governmental sector in the past three years	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
22	What percentage of your sales are to the education sector in the past three years	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Carrier is a supplier for several national, and local cooperative purchasing contracts including Sourcewell, E&I, TIPS, and OMNIA. Specific market share information is confidential.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a supplier for several national, and local cooperative purchasing contracts including Sourcewell, E&I, TIPS, and OMNIA. Specific market share information is confidential.	*

## Table 2B: References/Testimonials

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Passaic County	Steve Orsini	(201)-937-2576	*
Randolph Township Board of Education	Andrew Hurd	(973) 343-9176	*
County of Bergen	Ken Corcoran	(201) 336-6750	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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

Line Item	Question	Response *	
26	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.	*
28	Service force.	Operating out of 99 service locations, and administrative centers, Carrier Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Our 800+ Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	For equipment purchases under the Sourcewell Program, the client may transact directly with the Carrier Distributor, or Direct Sales Office. These partners are familiar with the program, and understand the contractual pricing levels. In the case of a turnkey project, the Service Office will manage the project, including the procurement of associated equipment.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. We have engaged the Sourcewell, Canoe partners in effort to expand our offerings into the provinces, and intend to initiate an amendment with associated pricing.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska. See attachment referencing Carrier service office locations.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at <a href="http://www.carrier.com">www.carrier.com</a> . Included with the submission package is Carrier Strategic Accounts Marketing brochure.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site <a href="http://www.carrier.com">www.carrier.com</a> is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in LinkedIn and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply. Carrier has a presence on YouTube, with a volume of videos related to training, product offerings, corporate news, and press releases.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Historically, Sourcewell's role in the customer engagement process is to facilitate introductions on behalf of Carrier with parties seeking our service offerings. Carrier's service sales representatives are already familiar with the program, and the contract particulars. The renewed master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site. To further program familiarity, regional training events hosted by Sourcewell are forwarded to representative markets, so they may assign attendees to convene at the sessions.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A	*

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>At the customer's request, A Carrier technician can provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. Training fees are generally based on the technician's hourly, chargeable rate. In addition, the customer may attend factory training at the Carrier University Training Center in Charlotte, N.C. We have a brand-new, enhanced, training facility, and students may participate in hands-on learning with our technical support engineers. Class durations and costs vary per event.</p> <p>The training center includes four classrooms and a product lab featuring many fully functional systems, including equipment supporting light commercial and applied training courses. The curriculum is accredited by the International Association for Continuing Education and Training (IACET) and meets the requirements for continuing education credits and professional development hours for the American Institute of Architects (AIA) and Professional Engineers (PE).</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.</p> <p>More recently, Carrier has introduced Abound Occupant Assistant, a solution that integrates human experiences, resources and building systems. Through cloud-based, smart building IoT services and a SaaS offering, the app helps to simplify the management and development of modern buildings that meet the needs of your entire team. Abound is a digital platform and suite of solutions that provides a single, integrated view of data across your building portfolio —so you can make intelligent business decisions.</p> <ul style="list-style-type: none"> <li>• Connects to all of your existing building systems, equipment, and sensors using open protocols</li> <li>• Turns data into actionable insights you can utilize to make buildings more efficient, comfortable, and sustainable</li> <li>• Provides occupants with increased confidence in the health and safety of their indoor environments</li> </ul>	*



43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As we expand our portfolio of intelligent climate and energy solutions, Carrier is accelerating the shift toward electrification, more connected technologies and environmentally responsible refrigerants. We are helping customers reduce their carbon footprint and meet their sustainability goals by improving energy efficiency in buildings, in homes and across the cold chain.</p> <p>We are progressing toward our own ambitious ESG goals through sustainable practices and investments while fostering an inclusive and diverse team that is united by a common purpose and values.</p> <p>Below are Carrier's recent ESG recognition awards:</p> <p>Ranked No. 9 of 100 Most Sustainable Companies Barron's, 2022</p> <p>Achieved Prime ESG Corporate Rating ISS ESG, 2022</p> <p>Achieved ESG Leader Rating MSCI ESG Ratings, 2022</p> <p>Named an ESG Industry Top-Rated Company Sustainalytics, 2022</p> <p>Member of Corporate Coalition for Innovation &amp; Technology toward Net Zero</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.	*
46	What industry specific certifications does your company and/or equipment hold? (e.g. ENERGY STAR, NEBB).	<p>95% of Carrier manufacturing sites are ISO 9001:2015 certified.</p> <p>Additionally, Carrier holds an ISO 14001:2015 certification internationally.</p> <p>Carrier's Light Commercial line of packaged units are ENERGY STAR certified (Model 48VG*.)</p>	



47	Describe any design, installation and efficiency standards or regulations that apply to your equipment (SMACNA Standards, ACCA Standards, EPA Regulations).	<p>Carrier's AquaEdge® 19DV water-cooled centrifugal chiller line is now certified to comply with seismic requirements.</p> <p>The 19DV is the latest in Carrier's lineup of chillers to be certified by California's Department of Health Care Access and Information (HCAI). It also meets current International Building Code, California Building Code and ASCE 7 seismic qualification requirements based on shake table testing conducted earlier this year by a certified outside lab. The 19DV was certified for both ground level and above-ground installations.</p> <p>Puron Advance is Carrier's new refrigerant that will replace Puron in all residential ducted and ductless and light commercial products. This innovative refrigerant, also known as R-454B meets the Environmental Protection Agency's (EPA) anticipated Global Warming Potential (GWP) limits for refrigerants and the scheduled phasedown of higher GWP refrigerants like Puron™ or R-410A. Keeping with its long history of leading environmental responsibility, Carrier has once again taken a leadership role in offering the refrigerant of the future.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Payment terms are net 30. Payment is accepted via check, credit card, or wire.	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*

59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. Carrier has a standard service agreement form that outlines equipment under contract, statement of work, contract term and pricing. Template uploaded to this RFP as a reference.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card is accepted at no additional cost.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached pricing template.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See attached pricing template.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced items that do not appear in the pricing matrix will default to the material mark up multiplier of 1.35.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trip charges and consumable charges apply to every quotation, or service visit. Shipping charges will apply, if incurred. Factory startups for newly installed equipment are an additional charge.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See item 66.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements that arise will be discussed on a job-by-job basis.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcewell's pre-negotiated rates, and markups. This helps ensure that pricing is compliant while creating competitive bids for Sourcewell members. A National Account Manager will review bids prior to submission to ensure consistency, and correctness.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The Carrier National Account Manager will use two tools to track the Sourcewell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract. Comparing quarter by quarter, year over year sales and engagements, we will track progress, and assess market share, and areas for improvement.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing exhibited is equal to typical government cooperatives offered by Carrier Corp, and comparable to competitive pricing utilized on other RFP submissions in the private sector.

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Carrier will provide solutions to include Heating, ventilation, and air-conditioning systems preventive maintenance, installations, and repairs, controls services, and sustainable solutions for commercial, and industrial applications.
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories related to these services include parts sales, new equipment factory startup, turnkey product installations, efficiency upgrades, indoor air quality solutions.

**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
75	HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.
76	Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well
77	Services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts.

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell Master Purchasing Cooperative Pricing - RFP 6-20-24.xlsx - Thursday August 08, 2024 07:18:56
  - [Financial Strength and Stability](#) - Carrier Reports Strong 2023 Results and Announces 2024 Outlook.pdf - Monday August 05, 2024 08:43:57
  - [Marketing Plan/Samples](#) - Carrier National Accounts.pdf - Monday August 05, 2024 08:53:45
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Premium Service Agreement-Sample.pdf - Monday August 05, 2024 10:56:35
  - [Upload Additional Document](#) - Service Office Locations.pdf - Monday August 05, 2024 10:28:02
  - [Requested Exceptions](#) - RFP\_080824\_Master\_Agreement\_HVAC rev by CARR 05082024.docx - Monday August 05, 2024 10:01:51
  - [Additional Document](#) - ABOUND-NETZERO-MGMT-FLYER.pdf - Monday August 05, 2024 10:43:00

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Relf, National Account Manager, Carrier Corporation

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

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_HVAC Systems with Related Products and Services_RFP_080824 Thu August 1 2024 10:18 AM	<input checked="" type="checkbox"/>	1
Addendum_7_HVAC Systems with Related Products and Services_RFP_080824 Tue July 30 2024 04:12 PM	<input checked="" type="checkbox"/>	2
Addendum_6_HVAC Systems with Related Products and Services_RFP_080824 Mon July 29 2024 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_5_HVAC Systems with Related Products and Services_RFP_080824 Fri July 19 2024 08:29 AM	<input checked="" type="checkbox"/>	1
Addendum_4_HVAC Systems with Related Products and Services_RFP_080824 Tue July 2 2024 03:42 PM	<input checked="" type="checkbox"/>	1
Addendum_3_HVAC Systems with Related Products and Services_RFP_080824 Mon July 1 2024 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum_2_HVAC Systems with Related Products and Services_RFP_080824 Tue June 25 2024 11:27 AM	<input checked="" type="checkbox"/>	2
RFP 080824 HVAC Systems with Related Products and Services Thu June 20 2024 04:11 PM	<input checked="" type="checkbox"/>	1



**Carrier Commercial  
Service**

3901 Coconut Palm Dr.  
Tampa FL 33619



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## **Carrier Commercial Service City Hall Modernization Project**

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Prepared For:

**City of Pinellas Park City Hall**

5141 78th Ave N  
Pinellas Park, FL 33781

Presented by:

**Chad Snyder**

Carrier Corporation  
Cell: (813)310-3452

[chad.snyder@carrier.com](mailto:chad.snyder@carrier.com)  
<http://www.commercial.carrier.com>

**Date of Proposal: 3/30/2025**





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## **Executive Summary**

Carrier is pleased to assist the City of Pinellas Park in modernize aging HVAC equipment and electoral equipment . This project is a complete turnkey Equipment replacement with approved pricing as set forth by a national agreement though the Sourcewell Purchasing Cooperative Group.



Within the scope of work , Carrier will replace the existing VRF condensers and air handling unit with new Carrier 30RC air cooled chillers and Carrier chilled water air handling units. Carrier as provide and install new VAV boxes throughout the building, install a new Building Management System, new exhaust fans, and upgrade the electrical switch gear.



Commercial Systems North America



## Turnkey project includes the following:

### Mechanical Scope of Work

#### **Work Performed per Mechanical Drawings:**

1. Provide and include the following items:
  - (2) Carrier 30RC Chillers
  - (2) Carrier 39M Air Handler Units
  - (4) Greenheck Exhaust Fans
  - (50) Greenheck VAVs
2. Sch. 40 ERW CHW pipe and fittings above ground, type L copper for 2" and under.
3. Type L copper condensate piping.
4. Type L copper make up water.
5. Required hydronic specialties.
7. Sheetmetal ductwork and air distribution as shown.
8. Duct protection/capping per SMACNA duct cleanliness.
9. Fire, Smoke, Fire/Smoke Dampers as shown.
10. Demolition as shown, clean-up of debris to dumpsters. (Dumpsters by the city)
11. Provide Crane Services for equipment positioning
12. Equipment start up by Carrier Technician
13. Test and Balance performed by 3<sup>rd</sup> Party

### **Electrical Scope of Work**

- Installation is based on the drawings and specifications provided on 3-14-2025.
- Remove and reinstall any existing electrical lighting, devices, or infrastructure inhibiting any other trade from performing this project.
- Demo and remove the existing HVAC system electrical infrastructure.
- Removal of the existing electrical panels, transformers, circuit breakers, and electrical infrastructure not being reused in the new build.
- Provide and install the new electrical gear per the Engineered Electrical drawings. Approx. 2 weeks of "No Power" to the building during the replacement of the MDP and adding the exterior Main disconnect switch. Coordinate with Duke Energy for shut down. Equipment longest lead time is 20 weeks from approved submittals.
- Core Drilling is provided for penetrations of walls and floors. Customer to provide concrete patching of abandoned openings in floor and walls.
- Fire Penetrations provided for new electrical infrastructure penetrations.
- Grounding Electrode system to consist of (2) means of grounding. (3) ground rods or building steel and water pipe. Not all (3).
- Panels NB and N1B are stated on E5.02 Note 12 "Provide new panel board. See panel schedule for more information". There are no panel schedules shown for panel NB or N1B. Panels are existing to remain As-is.
- Riser diagram on E5.02 shows a 1000A Main disconnect on exterior of building. Pg E4.01 Detail B shows a 1000A Main disconnect switch next to the DP1 panel. We are only including (1) 1000A Main disconnect switch.
- One of them is redundant and is not to be used.
- The existing utility meter is existing to remain.
- The existing ATS is existing to remain.
- Labeling is provided for all electrical equipment.
- Abandoned in-wall panel boxes will be sealed with a sheet metal panel. Painting is by others.
- Generator, ATS and branch circuit feed from the generator are existing to remain.

### **Building Controls Scope of Work**

#### **Central Energy Plant (2 Air Cooled Chillers w/ pump package)**

- Provide, install, program, and configure DDC controller
- Command and monitor CH-1 start/stop and status
- Command and monitor CHWP-1 VFD start/stop, speed, feedback, and status
- Provide, command, and monitor CH-1 isolation valve (to be installed by others)
- Provide and monitor CH-1 differential pressure sensor
- Command and monitor CH-2 start/stop and status
- Command and monitor CHWP-2 VFD start/stop, speed, feedback, and status
- Provide, command, and monitor CH-2 isolation valve (to be installed by others)
- Provide and monitor CH-2 differential pressure sensor
- Provide, command, and monitor CHW bypass valve (to be installed by others)
- Provide and monitor system CHWS temperature sensor
- Provide and monitor system CHWR temperature sensor
- Provide and monitor CHW remote differential pressure sensor
- Provide and monitor CHW flow meter
- \*Provide BACnet/MSTP integration program

Chilled Water Air Handling Units:

- Provide, program, install, and configure DDC controller
- Command and monitor supply fan start/stop, speed, feedback, and status (X4)
- Provide, install, command, and monitor outside air damper actuator
- Provide, install, command, and monitor return air damper actuator

**STARTS INDOORS**

- Provide, install, and monitor ALC Rnet supply air temperature sensor
- Provide, install, and monitor ALC Rnet mixed air temperature sensor
- Provide, install, and monitor ALC Rnet return air temperature sensor
- Provide, install, and monitor ALC Rnet return air humidity sensor
- Provide, install, and monitor return air CO2 sensor
- Provide, install, and monitor differential pressure for filter status
- Provide, install, and monitor duct static pressure sensor
- \*Hi-static cutout sensor to be interlocked with AHU start/stop
- \*Lo-temperature cutout sensor to be interlocked with AHU start/stop

**(50) Variable Air Volume Terminal Units w/ Electric Heat:**

- Provide, program, install, and configure DDC controller w/ integral flow sensor pickups and damper actuator
- Provide, install, and monitor space temperature sensor
- Command electric heat via SCR
- Provide, install, and monitor supply air temperature sensor

**(01) Outside Air Conditions:**

- Provide, program, install, and configure DDC controller
- Provide, install, and monitor outside air temperature sensor
- Provide, install, and monitor outside air humidity sensor

Front End Software, Workstation, & Network:

- Provide web-based Automated Logic WebCTRL Graphical User Interface (GUI) software. Provide all programming, database configuration, and graphics for the GUI. Verify proper operation of system inputs, outputs, and sequences

**Proposed Equipment**

Carrier 30RC Air Cooled Chillers

- Voltage: 460-3-60
- Standard Chassis
- Unit Size: 060 Tons
- Factory Charged w/ R-32 Refrigerant
- All Aluminum Condenser Coil w/ Factory Applied E-Coat
- High Efficiency Variable Speed Condenser Fans
- Low Ambient Head Pressure Control
- Galvanized Steel Cabinet w/ Baked Enamel Finish able to withstand 1000 Hr Salt Spray
- Test per ASTM B-117 Standard
- Brazed Plate & Frame Evaporator
- Cooler Heater
- Hot Gas Bypass
- Coil Trim Panels
- Suction Line Insulation
- Non-Fused Disconnect
- 65K High SCCR Rating
- Closed Cell Insulation
- Electronic Expansion Valve (EXV)
- Electronic Thermal Dispersion Flow Switch
- Single Point Power Connection and Integral Controls Transformer
- Aero-Acoustic Low Sound Fans
- Freeze Protection Evaporator Heater
- Service Valves (Standard)
- BACnet Communications (Standard) – BMS Programming by Carrier Service
- Auto Rapid Restart

- Factory Installed Pumping Package (Mounted Under Unit)  
5 HP - Dual Pump – Constant Speed  
Chilled Water In – P/T Ports, Drain, Vent, Entering Water Thermistor Suction,  
Chilled Water Out – P/T Ports, Combination Valve, Flow Switch, Drain, Leaving  
Water Thermistor

### Carrier 39M Air Handling Units

Modular Air Handling Unit

- Insulation: R-13 Double Wall Sealed Panel
- Exterior Finish: Painted Exterior Panels
- Interior Finish: Galvanized Pre-painted with AgION antimicrobial
- Thermal Break
- 6 inch tall Base Rail
- Flat Filter Section  
2" MERV 8 Flat Filter – One Set
- Differential Pressure Gauge
- Hinged Access Door
- Chilled Water Coil and Plenum Section  
Aluminum Fin/Stainless Steel Casings  
Non-Ferrous Headers  
Stainless Steel Drain Pan
- Draw-Thru Supply Fan Section  
4-Fan ECM Fan Array  
460-3-60  
Piezometer  
ECM Control Box  
(2) Blank Off Plates  
Custom Discharge Opening  
Hinged Access Door

### Air Distribution – Grilles/Diffusers Greenheck

- 187) Grilles & Diffusers  
(1) Miami Dade Hurricane Rated Louver  
(2) Opposed Blade Manual Volume Dampers  
(2) Backdraft Dampers with Actuator  
50) Terminal Units per Plans & Specifications  
(4) Ceiling Exhaust Fans  
(2) Gravity Relief Vents

**\*Customer responsible for ceiling removal and installation**

### Additional Warranty Available

- Chillers include Carrier Factory 10-year parts and Labor Warranty
- Air Handlers include Carrier Factory 5-year parts and Labor Warranty

**Total for above Scope of Work.....\$2,000,000.00**

**Exclusions:** Water treatment, life and fire safety, smoke and fire alarm integration or testing, roofing, overtime hours, or any other items not included in the above scope of work. Acoustic caulking, Asbestos / lead abatement., Asphalt cutting or patching, Bid Bond, BIM. 7. Buy America Provisions 8. Ceiling removal, storage, replacement, or reinstallation, Certified payroll, Clean archer fill and disposal of unsuitable soils, Composite clean-up labor, Concrete work or equipment pads, COVID-19 Vaccinations, Davis-Bacon wages, DBE, MBE, etc. , Demo not shown on drawings, Drywall cutting or patching, Fire dampers, fire/smoke dampers, smoke dampers or control dampers not shown on drawings, Fire protection or alarm systems, Fire stopping, Framed openings, boxouts, or x-raying floors, walls, or slabs, GPR (Ground Penetrating Radar) and/or locating of utilities, ICRA containment set up / breakdown / maintenance, Mechanical or 3rd party cleaning of the new duct system, OCIP / CCIP, ODPO, P&P bond. (Add 1% if needed) Painting or coating of any nature, Provide or install access doors, Supplemental structural steel and I-beams for equipment / pipe supports, Temporary HVAC, dehumidification equipment, or negative air machines and DP monitoring, Termite treatment. Third party Commissioning Agent

**Above pricing proposed and approved under Sourcewell Agreement # 080824-CAR.**

The prices of services performed and/or equipment purchased under this Agreement are subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

We look forward to performing these services for you and await your authorization to proceed. This quote is in accordance with the standard Carrier attached terms and conditions.

Sincerely,

Chad Snyder

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_

PO/REQ#: \_\_\_\_\_

Amount: \_\_\_\_\_

**CARRIER CORPORATION  
TERMS AND CONDITIONS OF SALE**

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.
2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS-** Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.
7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) – Customer shall:**
- Provide safe and reasonable equipment access and a safe work environment.
  - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
  - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
  - Promptly notify Carrier of any unusual operating conditions.
  - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
  - Provide adequate water treatment.
  - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
  - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
  - Operate the equipment properly and in accordance with instructions.
  - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
  - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
11. **EXCLUSIONS-** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
12. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) –** Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
13. **PROPRIETARY RIGHTS (Service Contracts only)-** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.



14. **WAIVER OF DAMAGES-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.
15. **LIMITATION OF LIABILITY-** Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.
16. **CANCELLATION-** Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.
17. **CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE –** Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
18. **CARRIER TERMINATION –** Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
19. **CLAIMS-** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
20. **GOVERNMENT PROCUREMENTS-** The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and Equipment and/or Service 3  
CCS-TCES 040215  
services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
21. **HAZARDOUS MATERIALS-** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
22. **WASTE DISPOSAL -** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
23. **SUPERSEDE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
24. **CUSTOMER CONSENT -** Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.
25. **FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**PIGGYBACK AGREEMENT FOR PROVISION AND INSTALLATION OF  
HVAC CHILLER SYSTEM AT CITY HALL**

This Agreement is made on the **7<sup>th</sup> day of August, 2025** (the “Effective Date”), by and between the **City of Pinellas Park**, a Florida municipal corporation (the “Client”) and **Carrier Global Corporation**, a foreign corporation authorized to conduct business in Florida (the “Contractor”), collectively referred to as the “Parties.”

**WHEREAS**, the Client owns a building it uses as its City Hall and the building has an HVAC chiller system (the “System”) which requires replacement due to age; and

**WHEREAS**, the Client also requires services related to the installation of the new chiller System (the “Services”); and

**WHEREAS**, on June 20<sup>th</sup> 2024, the government cooperative purchasing entity Sourcewell (“Sourcewell”) issued Request for Proposals #080824 (the “RFP”) for the purpose of receiving proposals for HVAC Systems with Related Products and Services as further described in the RFP; and

**WHEREAS**, on November 26<sup>th</sup> 2024, the Contractor and Sourcewell entered into a Services Agreement for HVAC Systems with Related Products and Services (the “Sourcewell Contract”) wherein the Contractor agreed to provide the Systems and Services for Sourcewell members in accordance with the terms and conditions described therein; and

**WHEREAS**, § 2-615(b)(2) of the Pinellas Park Procurement Code authorizes the Client to acquire goods or services by use of an existing agreement between a vendor and another public agency where such agreement has resulted from a competitive solicitation process acquire goods or services by use of an existing agreement between a vendor and another public agency (piggybacking) where such agreement has resulted from a competitive solicitation process pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s, and where the Client’s terms of acquisition do not substantially differ from the initial public agency’s agreement; and

**WHEREAS**, the Client’s legal counsel has analyzed the RFP process used by Sourcewell and has determined that it was conducted in compliance with Client’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to Client’s Code; and

**WHEREAS**, the Client desires to piggyback onto the Sourcewell Contract for the purposes of receiving the same Systems and Services from Contractor as are being provided to other Sourcewell members under the Sourcewell Contract; and

**WHEREAS**, the Sourcewell Contract provides that Contractor and other Sourcewell participating entities may enter into participating addenda or related ‘piggyback’ agreements.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Provision of Systems and Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Systems and Services as are available and provided to other Sourcewell participating agencies in accordance with the terms and conditions of the Sourcewell Contract, at the prices specified therein. All references to “Sourcewell” or “Participating Entity” in the Sourcewell Contract shall, for purposes of this Agreement, mean Client.
2. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the Sourcewell Contract and RFP, both as attached hereto as **Exhibit “A”**.

3. Unit Pricing. The Contractor's Systems and Services shall be provided at the same unit prices as are set forth in the Sourcewell Contract and in the project-specific Proposal submitted to Client by Contractor attached hereto as **Exhibit "B"**.
4. Additional Services. This Agreement is only for the provision of those Systems or Services provided by or made available by Contractor to Sourcewell participating members in the Sourcewell Contract. The Parties understand that any other contracting services Client may wish to acquire outside of the Scope may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of any addenda issued thereunder), (ii) the Contractor's Proposal, and (iii) the Sourcewell Contract (including any amendments and extension notices related thereto as of the Effective Date of this Agreement). Notwithstanding any term in the Sourcewell Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the Sourcewell Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.
6. Term and Termination of the Agreement. The initial Term of this Agreement shall commence on the Effective Date, shall have a Termination Date of **November 1<sup>st</sup> 2028**, as set forth in § 5 of the Sourcewell Contract. Pursuant to that section, this Agreement may be extended for up to three (3) additional one-year extensions beyond the initial Term if agreed by the Parties. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of termination.
7. Staff Title References. To the extent the Sourcewell Contract refers to Project Manager, Project Administrator, or certain other Sourcewell participating members or officials or employees authorized to act under the Sourcewell Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Client's City Manager, or her/his designee.
8. Substitutes or Revisions of Terms. The following terms in the Sourcewell Contract are revised as follows:  
  
N/A
9. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public

records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.369.0619), E-MAIL ([cityclerk@pinellas-park.com](mailto:cityclerk@pinellas-park.com)), OR MAIL (CITY OF PINELLAS PARK, OFFICE OF THE CITY CLERK, 5141 78<sup>th</sup> AVENUE NORTH, PINELLAS PARK, FLORIDA, 33781.**

10. Notices. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

**Client:** City of Pinellas Park  
Attn: City Manager  
5141 - 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781

**Contractor:** Carrier Global Corporation  
5900-H Northwoods Bus Parkway  
Charlotte, NC 28269

11. Representations; Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

## 12. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. **Assignment; Subcontracting.** The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village.
- d. **Governing Law; Venue.** Notwithstanding § 21 of the Sourcewell Contract, the laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. **Attorney Fees.** Notwithstanding any provision of the Sourcewell Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.
- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.
- h. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- i. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint

venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the City. The City shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

- j. **Liability and Insurance.** In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, and in light of the fact that at least some of the Scope of Services will be provided locally within the City with vehicular use occurring, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth in the RFP and Sourcewell Contract. Proof of such insurance coverages will be provided to the City upon request.
- k. **Indemnification and Preservation of Immunity.** Notwithstanding § 17 of the Sourcewell Contract, to the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each City Indemnified Party (defined as the City, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

- l. **Scrutinized Companies.** Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
  - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
  - (ii) The Contractor engages in business operations in Cuba or Syria; or
  - (iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott

Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- m. **Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this Agreement. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- n. **Human Trafficking Affidavit.** The Contractor shall provide the City with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the City's procurement staff.
- o. **Payment and Performance Bond.** Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Client, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Contractor of its obligations under the contract documents, including but not limited to the construction of the project on the project site and the payment of all obligations arising thereunder, including all payments to subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Client prior to the issuance of



such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

- p. **Owner Direct Purchases.** As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Client reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as Client Direct Purchases (ODP) and is a method that may be utilized to create savings for the Client. The Client saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only) and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Client elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.
- q. **Personal Identifying Information.** Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the City, Contractor will be required to complete a Foreign Country of Concern Attestation.
- r. **No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- s. **Amendments.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.
- t. **Execution; Authority to Execute.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

**City of Pinellas Park**

**Carrier Global Corporation**

By: \_\_\_\_\_  
Bart Diebold, City Manager

By: \_\_\_\_\_  
[First Last], [Title]

Approved as to form and correctness

By: \_\_\_\_\_  
City Attorney