

October 9, 2023

Sent Via Email: joseph.e.ison@carrier.com

Joe Ison Carrier Corporation 5900 Northwoods Business Parkway, Ste H Charlotte, NC 28273

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 720-23, HVAC Equipment, Supplies, and Installation

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023 through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 720-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded** that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Stacy Finn, Bid Analyst

Texas Association of School Boards, Inc.,

Administrator for The Local Government Purchasing Cooperative









October 10, 2023

Sent Via Email: joseph.e.ison@carrier.com

Joe Ison Carrier Corporation 5900 Northwoods Business Parkway, Ste H Charlotte, NC 28273

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Award; Proposal Invitation No. 720-23, HVAC Equipment, Supplies, and Installation

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023 through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 720-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely

Stacy Finn, Bid Analyst

Texas Association of School Boards, Inc.,

Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021



PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name HVAC Equipment, Supplies, and Installation	Proposal Due Date/Opening Date and Time July 13, 2023, at 4:00 PM
Proposal Invitation Number 720-23	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date October 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
	\bigcirc 1
	Signature of Authorized Company Official
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

- 1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
- 2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
- 3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
- 4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;



- 5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
- 6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
- 7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
- 8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
- 9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (v) one of the following:
 My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.) My company is not owned or operated by anyone who has been convicted of a felony. My company is owned/operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s):
Details of Conviction(s):



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Pleas	e check ($$) one of the following:			
	☐ I certify that my company is a Resident Propo ☐ I certify that my company is a Nonresident Pro			
	r company is a Nonresident Proposer, you must provid your company's principal place of business is located):		information for your	resident state (the state in
Con	npany Name	Address		
City	,	State	Zip Code	_
A.	Does your resident state require a proposer whose whose resident state is the same as yours by a presonant proposer.			
	☐ Yes ☐ No			
В.	What is the prescribed amount or percentage? \$		_ or	_%
	DEBARMENT (CERTIFICA	ATION	
comp Execu Neithed debar My co to pure	gnature on the Compliance Forms Signature Page, I ce any has been debarred, suspended or otherwise made ative Order 12549, "Debarment and Suspension," as of er my company nor an owner or principal of my company ared, suspended, or otherwise excluded by agencies or empany agrees to immediately notify the Cooperative and archase from my company if my company or an owner of or is debarred, suspended, or otherwise excluded by a crity.	ineligible for pa described in th ny is currently li declared inelig nd all Cooperat or principal is la	rticipation in Federal re Federal Register a sted on the governme ible under any statutive members with perater listed on the government.	Assistance programs under nd Rules and Regulations. ent-wide exclusions in SAM, ory or regulatory authority. nding purchases or seeking ernment-wide exclusions in
	VENDOR EMPLOYM	ENT CERT	TFICATION	
deteri ultima If neit	on 44.031(b) of the Texas Education Code established mining to whom to award a contract. Among the crite ate parent or majority owner (i) has its principal place of ther your company nor the ultimate parent company or company, ultimate parent company, or majority owner	eria for certain f business in Te majority owner	contracts is whether xas; or (ii) employs a has its principal place	the vendor or the vendor's t least 500 people in Texas. e of business in Texas, does
Pleas	e check (v) one of the following:			
	Yes No			Initial:



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (Tex. Gov'T Code Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (Tex. Gov'T Code Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (Tex. Gov'T Code Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov'T Code §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). Tex. Gov'T Code §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. Tex. Gov'T Code §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: [List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial:	
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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4** (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (1) one of the following:
No; DeviationsYes; Deviations
List and fully explain any deviations you are submitting:



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4** (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check ($$) one of the following:	As noted on page 47 of the terms and conditions, these sections are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be
No; Deviations	deemed rejected by the Cooperative and, unless otherwise
Yes; Deviations	withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.
List and fully explain any deviations you are sub	

Removed Deviations, vendor accepts BuyBoard changes

JIm Tulberg, Contract Administrator



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

BuyBoard website.

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of

Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. **DO**

NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, et. seq.) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check ($$) one of the following:
NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.
YES , I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.
If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. Lise each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein a information Vendor considers confidential or proprietary.
Confidential / Proprietary Information:
(Attach additional sheets if needed.)



B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check ($$) one of the following:
NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.
If you responded "YES", clearly identify below the specific documents or pages containing copyright information.
Copyright Information:
(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial:	



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

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

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

☐ **YES**, I agree.

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ YES , I agree.	\square NO , I do not agree.	
2. Termination for Cause or	onvenience:	
For any Cooperative member pur term and condition shall apply:	hase or contract in excess of \$10,000 made using federal funds, you agree that the follo	wing
by providing seven (7) business with this Paragraph, the Cooper Cooperative member prior to the	minate or cancel any Purchase Order under this Contract at any time, with or without can days advance written notice to the Vendor. If this Agreement is terminated in accordative member shall only be required to pay Vendor for goods or services delivered to termination and not otherwise returned in accordance with Vendor's return policy. It endor for goods or services not yet provided as of the date of termination, Vendor t(s).	lance o the If the
by which it will be effected and	nation of a Cooperative member purchase for cause and convenience, including the mane basis for settlement, is included in the Cooperative member's Purchase Order, Meronagreement agreed to by the Vendor, the Cooperative member's provision shall control.	mber

□ **NO**, I do not agree.



3. Equal Employment Opportunity:

☐ **YES**, I agree.

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

provision applies to any Cooperati	rided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such we member purchase or contract that meets the definition of "federally assisted construction and Vendor agrees that it shall comply with such provision.
☐ YES , I agree.	☐ NO , I do not agree.
4. Davis-Bacon Act:	
contracts/purchases in excess of sas supplemented by Department Covering Federally Financed and laborers and mechanics at a rate	fram legislation, Vendor agrees that, for all Cooperative member prime construction 52,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to not less than the prevailing wages specified in a wage determinate made by the Secretary I pay wages not less than once a week.
	nations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees this requirement applies, the award of the purchase to the Vendor is conditioned upon determination.
Department of Labor regulations (in Whole or in Part by Loans or G be prohibited from inducing, by a	Il also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed rants from the United States"). The Act provides that each contractor or subrecipient must ny means, any person employed in the construction, completion, or repair of public work, asation to which he or she is otherwise entitled.
☐ YES , I agree.	□ NO , I do not agree.
5. Contract Work Hours and S	afety Standards Act:
mechanics or laborers, Vendor a regulations (29 CFR Part 5). Unde laborer on the basis of a standard	tive member contracts or purchases in excess of \$100,000 that involve the employment of grees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor r 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and work week of 40 hours. Work in excess of the standard work week is permissible provided t a rate of not less than one and a half times the basic rate of pay for all hours worked in eek.
required to work in surrounding	4 are applicable to construction work and provide that no laborer or mechanic must be sor under working conditions which are unsanitary, hazardous or dangerous. These purchases of supplies or materials or articles ordinarily available on the open market, or nsmission of intelligence.

Initial:

 \square **NO**, I do not agree.



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

Vendor agrees to comply with the above requirements when applicable.

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

☐ YES , I agree.	□ NO , I do not agree.	
7. Clean Air Act and Federal V	later Pollution Control Act:	
and subgrants of amounts in exc comply with all applicable standa the Federal Water Pollution Con	.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Coless of \$150,000 must contain a provision that requires the non-Federal award to act and contain a provision that requires the non-Federal award to act and contain a provision that requires the non-Federal award to act and contain a provision that requires the non-Federal award to act as amended (33 USC 1251-1387). Violations must be reported to the last Office of the Environmental Protection Agency (EPA).	gree to q.) and
When required, Vendor agrees to Air Act and the Federal Water Po	comply with all applicable standards, orders, or regulations issued pursuant to the lution Control Act.	e Clean
☐ YES , I agree.	☐ NO , I do not agree.	
8. Debarment and Suspension	1:	
to parties listed on the governm OMB guidelines at 2 CFR 180 the Part 1989 Comp. p. 235), "Debarr	utive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be ent-wide exclusions in the System for Award Management (SAM), in accordance with implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 ment and Suspension." SAM Exclusions contains the names of parties debarred, suspess, as well as parties declared ineligible under statutory or regulatory authority others.	vith the (3 CFR pended,
otherwise excluded by agencies of Vendor further agrees to immedia to purchase from Vendor if Vend	currently listed on the government-wide exclusions in SAM, is not debarred, suspendeclared ineligible under statutory or regulatory authority other than Executive Order tely notify the Cooperative and all Cooperative members with pending purchases or is later listed on the government-wide exclusions in SAM, or is debarred, suspendeclared ineligible under statutory or regulatory authority other than Executive Order	12549. seeking ded, or
☐ YES , I agree.	\square NO , I do not agree.	
9. Byrd Anti-Lobbying Amend	ment:	
required certification. Each tier co any person or organization for in Congress, officer or employee of Contract, grant or any other awar that takes place in connection wi	31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must crificate to the tier above that it will not and has not used Federal appropriated funds fluencing or attempting to influence an officer or employee of any agency, a mention of congress, or an employee of a member of Congress in connection with obtaining any lad covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federath obtaining any Federal award. Such disclosures are forwarded from tier to tier up, Vendor agrees to file all certifications and disclosures required by, and otherwise andment (31 USC 1352).	to pay mber of Federal al funds to the
☐ YES , I agree.	□ NO , I do not agree.	\ -



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposance, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the burchase 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 a diffirmative procurement program for procurement of recovered materials identified in the EPA guidelines.			
☐ YES , I agree.	□ NO , I do not agree.		
11. Domestic Preferences fo	r Procurements:		
procurements which may be a member, Vendor agrees to pro	ent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for pplicable to Cooperative members using federal funds. When required by a Cooperative vide such information or certification as may reasonably be requested by the Cooperative ducts, including whether goods, products, or materials are produced in the United States.		
☐ YES , I agree.	☐ NO , I do not agree.		
12. Prohibition on Certain To	elecommunications and Video Surveillance Services or Equipment		
surveillance services or equipme provide such information or cer	nding federal loan or grant funds to procure or obtain certain telecommunications and video ent. To the extent applicable and when required by a Cooperative member, Vendor agrees to tification as may reasonably be requested by the Cooperative member to confirm whether so surveillance services or equipment provided by Vendor is covered equipment or covered		
☐ YES , I agree.	□ NO , I do not agree.		
13. Profit as a Separate Eler	nent of Price:		
to negotiate profit as a separat Vendor agrees to provide inform the price for a particular purcha	ds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, nation and negotiate with the Cooperative member regarding profit as a separate element of use. However, Vendor agrees that the total price, including profit, charged by Vendor to the exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative		
☐ YES , I agree.	□ NO , I do not agree.		
14. General Compliance and	Cooperation with Cooperative Members:		
member, it shall make a good fa	pecific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative with effort to work with Cooperative members to provide such information and to satisfy such particular Cooperative member purchase or purchases including, but not limited to, applicable tion requirements.		
☐ YES , I agree.	□ NO , I do not agree.		



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Company Name
Joe Ison
Signature of Authorized Company Official
Printed Name and Title
Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation

- National Purchasing Cooperative Vendor Award Agreement (Vendors serving outside Texas only)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (Optional)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:			
may be provided below. If y should complete a separate	company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity evendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide y must submit their own Proposals.)		
Please check ($$) one of the	following:		
Type of Business:	\square Individual/Sole Proprietor \square Corporation \square Limited Liability Company \square Partnership		
	☐ Other (Specify:)		
State of Incorporati	on (if applicable):		
	dentification Number:a completed IRS W-9 form with their Proposal)		
	ndor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name must be attached.)		



Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Carrier Corporation			
	2 Business name/disregarded entity name, if different from above			
Print or type. Specific Instructions on page 3.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
	single-member LLC	Exempt payee code (if any)5		
t g	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶			
Print or type. c Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not chec LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC the is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any)		
ij	Other (see instructions)	(Applies to accounts maintained outside the U.S.)		
Spe	5 Address (number, street, and apt. or suite no.) See instructions. Requester's nam	e and address (optional)		
See	PO BOX 93844	, , ,		
ഗ	6 City, state, and ZIP code			
	CHICAGO, IL 60673-3844			
	7 List account number(s) here (optional)			
Pa	rt I Taxpayer Identification Number (TIN)			
	1 7	ecurity number		
back	up withholding. For individuals, this is generally your social security number (SSN). However, for a			
	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	- -		
TIN,				
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer identification number				
Num	ber To Give the Requester for guidelines on whose number to enter.			
	$\begin{vmatrix} 0 & 6 \end{vmatrix}$	- 0 9 9 1 7 1 6		
Pai	t II Certification			
Unde	er penalties of perjury, I certify that:			
2. I a Se	e number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (longer subject to backup withholding; and	notified by the Internal Revenue		

- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Otrier triari	interest and dividen	ds, you are not required to sign the certification, but yo	ou must provide your correct	tin. See the instructions for Fart II, later.
Sign Here	Signature of U.S. person ►	Tel for	Date►	1/6/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

	Cooperative strives to provide Cooperative n dors with the technical resources and ability				
1.					
2.	By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.				
3.	Provide the information requested below for on has served, as an awarded vendor. Rows should be a served of the se				
	PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)	
1.	Federal General Services Administration				
2.	T-PASS (State of Texas)				
3.	OMNIA Partners				
4.	Sourcewell (NJPA)				
5.	E&I Cooperative				
6.	Houston-Galveston Area Council (HGAC)				
7.	Choice Partners				
8.	The Interlocal Purchasing System (TIPS)				
9.	Other				
CUI If you	MY COMPANY DOES NOT CURRENTLY IN THE REPORT BUYBOARD VENDORS OU are a current BuyBoard vendor in the secount for your current BuyBoard contract are current and proposed discounts.	ame contract c	ategory as proposed in this Propo	osal Invitation, indicate the	
Cur	rent Discount (%):	Pr	oposed Discount (%):		
Ехр	lanation:				



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Quantity/ Entity Name	Contact	Phone#	Email Address	Discount	Volume
1					
2					
3					
4					
5					
Do you ever modify y	our written polic	ies or standard gove	ernmental sales practices as id NO If YES, please explain	lentified in the abo	ve chart to give

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



FACT SHEET



Carrier is the leading global provider of healthy, safe, sustainable and intelligent building and cold chain solutions, with a diverse and world-class workforce. With more than a century of expertise, we drive innovation while putting our customers first, helping protect our planet, and inspiring and empowering our people. Through our performance-driven culture, we are driving long-term shareowner value by growing earnings and investing strategically to strengthen our position in the markets we serve.



\$20.4B



~52,000 EMPLOYEES



100+
NEW PRODUCTS
for the 8th consecutive year



75+



160+



9,000+ ACTIVE PATENTS and pending patent applications worldwide

OUR BUSINESS

2022 Net Sales Breakdown



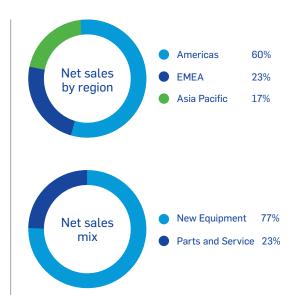
\$13.4B



\$3.9B



\$3.6B
Net sales



^{*}Segment sales include intercompany sales.

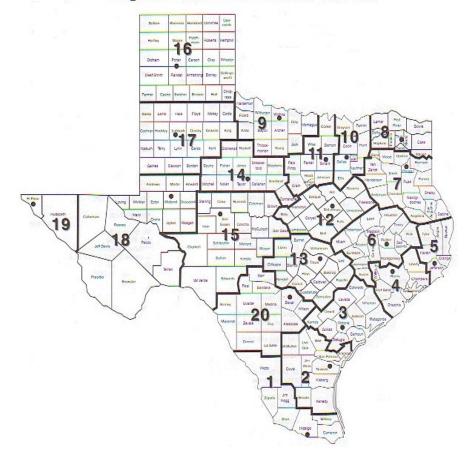


TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you *must* indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama Alaska Arizona Arkansas

California (Public Contract Code 20118 & 20652)

Colorado Connecticut Delaware

District of Columbia

Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota

Mississippi

Missouri

Montana Nebraska Nevada

New Hampshire New Jersey New Mexico New York North Carolina North Dakota

Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington West Virginia Wisconsin Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

- 1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may but is not required to "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
- 2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
- 3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
- 4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
- 5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
- 6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



- 7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.
- 8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.



LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name	Designated [Designated Dealer Contact Person		
Designated Dealer Address				
City	State	Zip Code		
Phone Number	Fax Number			
Email address	Designated [Dealer Tax ID Number* (*attach W-9)		



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.

1.	List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.
2.	Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.
3.	Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.



4.	The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?
5.	Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.
	·
6.	<u>Marketing Strategy</u> : For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (<u>Example</u> : Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.
7.	Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.



8.	Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.
9.	List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.
10.	List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.
 11.	Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.



If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.
3. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.



ME OF VENDOR

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the abovenamed Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR:		
Signature of Vendor Authorized Representative		
Printed Name:		
Title:		
Date:		
For Cooperative Administrator Use Only)		
pproved by BuyBoard Administrator:		
Effective/Start Date for Self-Reporting:		



REQUIRED FORMS CHECKLIST

(Pleas	se check (v) the following)
	Reviewed/Completed: Proposer's Acceptance and Agreement
PRO	POSAL FORMS PART 1: COMPLIANCE FORMS
	Reviewed/Completed: Proposal Acknowledgements
	Reviewed/Completed: Felony Conviction Disclosure
	Reviewed/Completed: Resident/Nonresident Certification
	Reviewed/Completed: Debarment Certification
	Reviewed/Completed: Vendor Employment Certification
	Reviewed/Completed: No Boycott Verification
	Reviewed/Completed: No Excluded Nation or Foreign Terrorist Organization Certification
	Reviewed/Completed: Historically Underutilized Business Certification
	Reviewed/Completed: Acknowledgement of BuyBoard Technical Requirements
	Reviewed/Completed: Construction-Related Goods and Services Affirmation
	Reviewed/Completed: Deviation and Compliance
	Reviewed/Completed: Vendor Consent for Name Brand Use
	Reviewed/Completed: Confidential/Proprietary Information
	Reviewed/Completed: EDGAR Vendor Certification
	Reviewed/Completed: Compliance Forms Signature Page
PRO	POSAL FORMS PART 2: VENDOR INFORMATION FORMS
	Reviewed/Completed: Vendor Business Name
	Reviewed/Completed: Vendor Contact Information (complete in electronic proposal submission system)
	Reviewed/Completed: Federal and State/Purchasing Cooperative Experience
	Reviewed/Completed: Governmental References
	Reviewed/Completed: Company Profile
	Reviewed/Completed: Texas Regional Service Designation (complete in electronic proposal submission system)
	Reviewed/Completed: State Service Designation (complete in electronic proposal submission system)
	Reviewed/Completed: National Purchasing Cooperative Vendor Award Agreement (Vendors serving outside Texas only
	Reviewed/Completed: Local/Authorized Seller Listings
	Reviewed/Completed: Manufacturer Dealer Designation
	Reviewed/Completed: Proposal Invitation Questionnaire
	Reviewed/Completed: Vendor Request to Self-Report BuyBoard Purchases (Optional)
	Reviewed/Completed: Proposal Specifications Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered, Manufacturer Authorization Letter(s) , and License .



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

<u>PROPOSAL NOTE 1</u>: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

<u>PROPOSAL NOTE 3</u>: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Section I: HVAC Equipment, Products, and Supplies

- 1. Discount (%) off catalog/pricelist for **HVAC Equipment** (all types rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and other related items).
- 2. Discount (%) off catalog/pricelist for **HVAC Controls, Software, and Monitoring Systems** (all types).
- 3. Discount (%) off catalog/pricelist for **HVAC Air Handling Products** (all types coils, fans, and other related items).
- 4. Discount (%) off catalog/pricelist for **HVAC Supplies** (all types).
- 5. Discount (%) off catalog/pricelist for **HVAC Filters** (all types).
- 6. Discount (%) off catalog/pricelist for **HVAC Indoor Air Quality Products** (all types).
- 7. Discount (%) off catalog/pricelist for **HVAC Repair Parts** (all types).
- 8 . Discount (%) off catalog/pricelist for **HVAC Refrigerants** (all types).
- 9. Discount (%) off catalog/pricelist for **HVAC Refrigerant Recovery Equipment** (all types).
- 10. Discount (%) off catalog/pricelist for **UVC Emitters/Lamps** (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff).
- 11. Discount (%) off catalog/pricelist for **Insulation Products for HVAC Equipment.**
- 12. Discount (%) off catalog/pricelist for **HVAC Maintenance Agreements.**

Section II: Installation and Repair Service

- 13. **Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products,** not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
- 14. **Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products,** not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
- 15. **Hourly Labor Rate for Installation of HVAC Filter Change Out Service** (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.
- 16. **Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products** RSMeans Cost Data from the Total INCL O&P column (most current edition).
- 17. Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products RSMeans Cost Data from the Total INCL O&P column (most current edition).

Texas Department of Licensing and Regulation Result Listing

Name and Location	Other Information
I 1001 North (Janyilla Dr. S.L.	Air Conditioning/Refrigeration Contractor License #: TACLA83959C Expiration Date: 10/11/2020 Type: AC
No DBA found	Phone: (972) 877-7474



Manufacturer Authorization Letter.

To whom it may concern,

The Carrier Corporation is a manufacturer of Heating, ventilation, air-conditioning and controls, services and sustainable solutions for residential, commercial, industrial applications which are proposed in the response – BuyBoard HVAC Equipment, Supplies and Installation of HVAC Equipment.

Thank you,

Joe Ison

Strategic Accounts Manager

501-529-9688

Joseph.e.ison@carrier.com

Carrier Corporation Information

Contact: Joe Ison

Address: 1901 N Glenville Dr

Ste 702 702

Richardson, TX 75081

Phone: (972) 789-3420 Fax: (860) 998-2111 Toll Free: (860) 674-3000

Email: joseph.E.ison@carrier.utc.com

Web Address: www.carrier.com

By submitting your response, you certify that you are authorized to represent and bind your company.

 Joe Ison
 joseph.e.ison@carrier.com

 Signature
 Email

Signature

Submitted at 7/13/2023 06:35:59 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 720-23, HVAC Equipment, Supplies, and Installation

Completed Proposal-No-720-23.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Master Purchasing Cooperative Pricing - Updated 5-11-2023.xlsx

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or No response Hourly Labor Rate Proposed

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

Corporate-Carrier-Fact-Sheet-0323-English_tcm558-196118 (2).pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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Manufacturer Authorization Letter(s)

Manufacturer Authorization Letter - Jl.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3; shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

License for HVAC Installation/Repair Services

TX HVAC Lic.pdf

Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9 - Carrier Corp-Lockbox signed 2022.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Attributes

1 Federal Identification Number

Federal Identification Number

06-0991716

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4	No Excluded Nation or Foreign Terrorist Organization Certification
	Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)
	By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes
5	MWBE/HUB Status Certification
	A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.
	I certify that my company has been certified as a MWBE/HUB in the following categories: (Please check all that apply)
6	Minority Owned Business
	Minority Owned Business
	☐ Minority Owned Business
7	Women Owned Business
	Women Owned Business
	☐ Women Owned Business
8	Service-Disabled Veteran Owned Business
	Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U.S. Department of Veterans Affairs or Department of Defense)
	Service-Disabled Veteran Owned Business
9	Certification Number
	Certification Number
	No response
1	Name of Certifying Agency
0	Certifying Agency
	No response
1	Non-MWBE/HUB
1	My company has NOT been certified as a MWBE/HUB
	☑ Non-HUB
1	Vendor General Contact Information
2	Proposal/Contract General Contact Information

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1 3	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Joe Ison
1 4	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address joseph.e.ison@carrier.com
1 5	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 5900 Northwoods Business Parkway, Ste H
16	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City Charlotte
17	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) NC
18	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 28273
1 9	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 5015299688
2 0	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number N/A
2	Company Website Company Website (www.XXXXX.com) carrier.com
2 2	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.
	 I will use the internet to receive Purchase Orders at the following address

Yes

2	Purchase Order E-mail Address Purchase Order E-mail Address Incombasion @ corrier corre
	joseph.e.ison@carrier.com
2	Purchase Order Contact Name Purchase Order Contact Name
	Joe Ison
2 5	Purchase Order Contact Phone Number
J	Purchase Order Contact Phone Number (xxx-xxx-xxxx) 5015299688
2	Purchase Order Centest Futuraien Number
2	Purchase Order Contact Extension Number Purchase Order Contact Extension Number
	N/A
2	Alternate Purchase Order E-mail Address
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address
	lynda.woodard@carrier.com
2	Alternate Burelage Order Contest Name
28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name
	Lynda Woodard
2	Alternate Burchase Order Contact Phone Number
2	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)
2 9	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 970-566-0350
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3 0	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number N/A Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: • Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with

Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address joseph.e.ison@carrier.com

Request for Quote (RFQ) Contact Name
Request for Quote (RFQ) Contact Name

les les

Joe Ison

- Request for Quote (RFQ) Contact Phone Number
 Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

 5015299688
- Request for Quote (RFQ) Contact Extension Number
 Request for Quote (RFQ) Contact Extension Number

N/A

Alternate Request for Quote (RFQ) E-mail Address
Alternate Request for Quote (RFQ) E-mail Address

Alex.Relf@carrier.com

Alternate Request for Quote (RFQ) Contact Name
Alternate Request for Quote (RFQ) Contact Name

Alex Relf

- Alternate Request for Quote (RFQ) Contact Phone Number
 Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

 704-521-6443
- Alternate Request for Quote (RFQ) Contact Extension Number

 Alternate Request for Quote (RFQ) Contact Extension Number

 N/A
- Invoices
 Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.

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4	
4	Invoices
-	111101000

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

4 Invoice Company Name

Invoice Company Name

N/A

4 Invoice Company Department Name

Invoice Company Department Name

N/A

4 Invoice Contact Name

Invoice Contact Name

N/A

4 Invoice Mailing Address

Invoice Mailing Address (P.O. Box or Street Address)

5900 Northwoods Business Parkway, Charlotte, NC 28269 - C/O Lynda Woodard

4 Invoice Mailing Address - City

Invoice Mailing Address - City

N/A

4 Invoice Mailing Address - State

Invoice Mailing Address - State (Abbreviate State Name)

N/A

4 Invoice Mailing Address - Zip Code

Invoice Mailing Address (Zip Code)

N/A

Invoice Contact Phone Number

Invoice Contact Phone Number (xxx-xxx-xxxx)

N/A

5	Invoice Contact Extension Number Invoice Contact Extension Number
	N/A
5 2	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) N/A
53	Invoice Contact E-mail Address Invoice Contact E-mail N/A
5 4	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address N/A
55	Billing Agent Company Name Billing Agent Company Name N/A
56	Billing Agent Department Name Billing Agent Department Name N/A
57	Billing Agent Contact Name Billing Agent Contact Name N/A
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) N/A
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City N/A
60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) N/A
6	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code N/A
6 2	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) N/A

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6	Billing Agent Contact Extension Number
	Billing Agent Contact Extension Number
	N/A
6	Billing Agent Fax Number
4	Billing Agent Fax Number
	N/A
65	Billing Agent Contact E-mail Address
5	Billing Agent Contact E-mail Address
	N/A
6	Billing Agent Alternative E-mail Address
6	Billing Agent Alternative E-mail Address
	N/A
6	Shipping Via
6 7	Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other
	Prepaid and Add to Invoice
68	Payment Terms Note: Vander normant terms must comply with the Duy Poord Coneral Terms and Conditions and the Toyon Drampt
	<u>Note</u> : Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).
	Carrier standard billing terms are Net 30.
6	Vendor's Internal/Assigned Reference/Quote Number
6	Vendor's Internal/Assigned Reference/Quote Number
	Each job will have it's own unique project number
7	State or Attach Return Policy
Ó	Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract
	terms, terms of sale, or other information not specifically related to return requirements and processes included in
	Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.
	Each return situation is unique to the individual sale - local office will manage the process.
7	Electronic Payments
7	Are electronic payments acceptable to your company?
	Yes
7	Cradit Card Baymanta
7	Credit Card Payments Are credit card payments acceptable to your company?
	Yes

73	Texas Regional Service Designation
J	Texas Regional Service Designation - Refer to Form in Proposal Invitation
	The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
7	Company Name
4	Company Name
	Carrier Corp
7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. I will serve all Regions of Texas
7	Region 1 Region 1 - Edinburg Region 1
7	Region 2 Region 2 - Corpus Christi Region 2
78	Region 3 Region 3 - Victoria Region 3
7 9	Region 4 Region 4 - Houston Region 4
8 0	Region 5 Region 5 - Beaumont Region 5
8 1	Region 6 Region 6 - Huntsville Region 6
8 2	Region 7 Region 7 - Kilgore Region 7

8 3	Region 8 Region 8 - Mount Pleasant Region 8
8 4	Region 9 Region 9 - Wichita Falls Region 9
8 5	Region 10 Region 10 - Richardson Region 10
8 6	Region 11 Region 11 - Fort Worth Region 11
8 7	Region 12 Region 12 - Waco Region 12
88	Region 13 Region 13 - Austin Region 13
8 9	Region 14 Region 14 - Abilene Region 14
9	Region 15 Region 15 - San Angelo Region 15
9	Region 16 Region 16 - Amarillo Region 16
9 2	Region 17 Region 17 - Lubbock Region 17
93	Region 18 Region 18 - Midland Region 18
9 4	Region 19 Region 19 - El Paso ☐ Region 19

9	Region 20 Region 20 - San Antonio Region 20
9	State Service Designation State Service Designation - Refer to Form in Proposal Invitation.
	As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.
	If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.
9	Company Name
	Company Name Carrier Corp
98	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will serve all states in the United States
9	Alabama Alabama Alabama
1 0 0	Alaska Alaska □ Alaska
1 0 1	Arizona Arizona Arizona
1 0 2	Arkansas Arkansas Arkansas
1 0 3	California California (Public Contract Code 20118 & 20652) California

1 0 4	Colorado Colorado Colorado
1 0 5	Connecticut Connecticut Connecticut
1 0 6	Delaware Delaware □ Delaware
1 0 7	District of Columbia District of Columbia □ District of Columbia
1 0 8	Florida Florida □ Florida
1 0 9	Georgia Georgia □ Georgia
1 1 0	Hawaii Hawaii □ Hawaii
1 1 1	Idaho Idaho Idaho
1 1 2	Illinois Illinois Illinois
1 1 3	Indiana Indiana Indiana
1 1 4	lowa lowa □ lowa
1 1 5	Kansas Kansas □ Kansas

1 1 6	Kentucky Kentucky ☐ Kentucky
1 1 7	Louisiana Louisiana Louisiana
1 1 8	Maine Maine Maine
1 1 9	Maryland Maryland ☐ Maryland
1 2 0	Massachusetts Massachusetts Massachusetts
1 2 1	Michigan Michigan Michigan Michigan
1 2 2	Minnesota Minnesota Minnesota Minnesota
1 2 3	Mississippi Mississippi □ Mississippi
1 2 4	Missouri Missouri Missouri
1 2 5	Montana Montana Montana
1 2 6	Nebraska Nebraska Nebraska
1 2 7	Nevada Nevada Nevada

1 2 8	New Hampshire New Hampshire New Hampshire
1 2 9	New Jersey New Jersey New Jersey
1 3 0	New Mexico New Mexico New Mexico
1 3 1	New York New York New York
1 3 2	North Carolina North Carolina North Carolina
1 3 3	North Dakota North Dakota North Dakota
1 3 4	Ohio Ohio Ohio
1 3 5	Oklahoma Oklahoma Oklahoma
1 3 6	Oregon Oregon Oregon
1 3 7	Pennsylvania Pennsylvania Pennsylvania
1 3 8	Rhode Island Rhode Island Rhode Island
1 3 9	South Carolina South Carolina South Carolina

1 4 0	South Dakota South Dakota South Dakota
1 4 1	Tennessee Tennessee Tennessee
1 4 2	Texas Texas □ Texas
1 4 3	Utah Utah □ Utah
1 4 4	Vermont Vermont □ Vermont
1 4 5	Virginia Virginia □ Virginia
1 4 6	Washington Washington ☐ Washington
1 4 7	West Virginia West Virginia ☐ West Virginia
1 4 8	Wisconsin Wisconsin Wisconsin
1 4 9	Wyoming Wyoming Wyoming
Bio	d Lines

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Discount (%) off catalog/pricelist for **HVAC Equipment** (all types - rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:	25%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Carrier Equip. - 25% discount

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Discount (%) off catalog/pricelist for HVAC Controls, Software, and Monitoring Systems (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Carrier BAS - 25%

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Discount (%) off catalog/pricelist for **HVAC Air Handling Products** (all types - coils, fans, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Carrier AHU - 25%

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Discount (%) off catalog/pricelist for **HVAC Supplies** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:	25%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Carrier HVAC supplies - 25%

Page 22 of 31 pages Vendor: Carrier Corporation 720-23

Discount (%) off catalog/pricelist for **HVAC Filters** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:	20%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Carrier Filters - 20%

Page 23 of 31 pages Vendor: Carrier Corporation 720-23

Discount (%) off catalog/pricelist for HVAC Indoor Air Quality Products (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

 $\underline{\text{NOTE}} : \textbf{Do not include SKU}, \ \textbf{Reference Numbers}, \ \textbf{Websites}, \ \textbf{and/or "See Attached/Enclosed"}.$

Carrier IAQ Items - 20%

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Discount (%) off catalog/pricelist for **HVAC Repair Parts** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20	0%
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Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Carrier RCD parts - 20%

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Discount (%) off catalog/pricelist for **HVAC Refrigerants** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:	10%
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Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Carrier Refrigerants - 10%

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Discount (%) off catalog/pricelist for **HVAC Refrigerant Recovery Equipment** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Discount (%) off catalog/pricelist for **UVC Emitters/Lamps** (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

 $\underline{\text{NOTE}} \colon \text{Do not include SKU}, \ \text{Reference Numbers}, \ \text{Websites}, \ \text{and/or "See Attached/Enclosed"}.$

No response

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Discount (%) off catalog/pricelist for **Insulation Products for HVAC Equipment**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:	20%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: A Vendor proposing on <u>Section I: HVAC Equipment, Products, and Supplies;</u> <u>Specification Lines 1-3</u> shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Carrier install products - 20%

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	<u>Section I:HVAC Equipment, Products, and Supplies</u> Discount (%) off catalog/pricelist for HVAC Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.
	Total: 10%
	Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	 Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed
	PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted. PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.
	Item Attributes 4. State Name of Catalan/Brigalist Brancoad with Discount Baraantana
	State Name of Catalog/Pricelist Proposed with Discount Percentage NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".
	Carrier HVAC SA - 10%
	Section II: Installation and Repair Service Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
	Quantity: 1 UOM: Hourly Labor Rate Price: \$195.00 Total: \$195.00
	<u>Section II: Installation and Repair Service</u> Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
	Quantity: 1 UOM: Hourly Labor Rate Price: \$292.50 Total: \$292.50
5	Section II: Installation and Repair Service Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product) - Not to Exceed hourly labor rate for Installation of HVAC Filter Products.
	Quantity: 1 UOM: Hourly Labor Rate Price: \$195.00 Total: \$195.00

1	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	6 . 7
	Quantity: 1 UOM: Hourly Labor Rate	BIA
1 7	Section II: Installation and Repair Service Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products RSMeans Cost Data from the Total INCL O&P column (most current edition).	-
	Quantity: 1 UOM: Hourly Labor Rate	Bid

Response Total: \$682.50

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