

**Region 4 Education Service Center (ESC)**

**Contract #R200401**

*for*

HVAC Equipment, Installation, Services & Related  
Products

*with*

**Daikin Applied Americas Inc.**

Effective: October 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Daikin Applied Americas Inc., effective October 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between Daikin Applied Americas, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of HVAC Equipment, Installation, Service & Related Products ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R #20-04 for HVAC Equipment, Installation, Service & Related Products ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have a reasonable period of time to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph and upon payment for work and materials already performed or furnished, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC. Reference to "specifications" herein shall be construed to mean "approved submittals" relating to equipment furnished by Contractor.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor for Region 4 ESC will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within a mutual agreed timeframe or failure to make repairs, replacements or corrections in accordance with the applicable warranty (as defined below) shall constitute grounds for the Contract to be terminated, subject to the provisions set forth in Section 11(a) providing for notice to Contractor and Contractor's reasonable opportunity to cure any alleged unmet performance obligation.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other

party receives the notice of cancellation. Any purchase order, service order or agreement to procure goods and services already accepted by Contractor prior to such termination shall continue through its fulfillment and payment, notwithstanding any termination of this Contract.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. First Destination and shall be included in all pricing offered unless otherwise clearly stated in writing or as otherwise indicated by Contractor or the applicable manufacturer.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC provided that before such return Region 4 ESC and contractor have mutually agreed on a timeframe within which contractor may cure the alleged defect or incorrect delivery and allow the contractor to effect such cure. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice but in no event later than sixty (60) days from invoice date.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

## CONTRACT

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. Notwithstanding the foregoing, Region 4 ESC's audit rights shall apply only to orders placed under the Contract. In no event will Contractor's liability for the cost of any audit exceed \$10,000.00.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor will provide the manufacturer's Limited Product Warranty as the exclusive warranty furnished for equipment, goods or materials furnished pursuant to the Contract. Services performed by Contractor (or its subcontractors) are guaranteed to meet industry standards for a period of one (1) year from completion of such services. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the

cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract, provided, however, that any purchase order or agreement for the sales of materials, equipment or services accepted by contractor prior to such termination shall not be terminated or cancelled but instead negotiated to continue through their completion and payment with the public agencies.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from bodily injury or damage to tangible property to the extent resulting from the negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation

involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

- 31) Marketing. Upon prior written request to and written approval by Contractor, Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC. Any such permission for use provided by Contractor shall terminate upon notice by Contractor or termination of this Agreement.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THE CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES FOR ANY REASON WHETHER OR NOT FORESEEABLE, NOR SHALL EITHER PARTY SEEK OR APPLY FOR SUCH DAMAGES. "CONSEQUENTIAL DAMAGE" INCLUDES, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, AND REPUTATION OR DATA. IN NO EVENT WILL EITHER PARTY'S LIABILITY HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT, GOODS OR SERVICES GIVING RISE TO THE CLAIM

### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Daikin Applied Americas, Inc.

Address 13600 Industrial Park Boulevard

City/State/Zip Minneapolis, Minnesota 55441

Telephone No. 763 553 3550

Email Address duane.rothstein@daikinapplied.com

Printed Name Michael Schwartz

Title Chief Executive Officer

Authorized signature



**Accepted by Region 4 ESC:**

Contract No. R200401

Initial Contract Term October 1, 2020 to September 30, 2023

  
Region 4 ESC Authorized Board Member

Margaret S. Bass

Print Name

8/25/2020  
Date

  
Region 4 ESC Authorized Board Member

Linda Tinnerman

Print Name

8/25/2020  
Date

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### **Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
See Following pages for complete list of Exceptions/Proposed Modifications			
		8/24/20 Region 4 accepts exceptions	

Section/Page	Term, Condition or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	To the end of Section 11(a), insert the following sentence, "Reference to "specifications" herein shall be construed to mean "approved submittals" relating to equipment furnished by Contractor.	
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	In the last paragraph of Section 11(a), change "ten (10) days" to "a reasonable time"	
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	In the last paragraph of Section 11(a), after "under this paragraph" insert "and upon payment for work and materials already performed or furnished"	
Section 11(b)/Page 24	Termination for Cause	Please delete this section in its entirety. Generally duplicative of Sections 11(a) and 11(d).	
Section 11(c)/Page 24	Delivery/Service Failures	Replace the first sentence with the following, "Failure to deliver goods or services within a mutually agreed timeframe or failure to make repairs, replacements or corrections in accordance with the applicable warranty (as defined below) shall constitute grounds for the Contract to be terminated, subject to the provisions set forth in Section 11(a) providing for notice to Contractor and Contractor's reasonable opportunity to cure any alleged unmet performance obligation. Delete the last sentence "In the even Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	
Section 11(e)/Page 24	Standard Cancellation	Replace the third sentence of Section 11(e) with the following, "Any purchase order, service order or agreement to procure goods and services already accepted by Contractor prior to such termination shall continue through its fulfillment and payment, notwithstanding any termination of this Contract."	
Section 14/Page 25	Delivery	Revise the first sentence of Section 14 by adding the following to the end of	

		the sentence, "or as otherwise indicated by Contractor or the applicable manufacturer."	
Section 14/Page 25	Delivery	In the last sentence of Section 14, insert "First" before "Destination"	
Section 15/Page 25	Inspection & Acceptance	Revised the first sentence of Section 15 by adding the following to the end of the sentence ", provided that before such return Region 4 ESC and contractor have mutually agreed on a timeframe within which contractor may cure the alleged defect or incorrect delivery and allow the contractor to effect such cure."	
Section 16/Page 24	Payments	To the end of Section 16, add "but in no event later than sixty (60) days from invoice date."	
Section 18/Page 24	Audit Rights	To the end of Section 18, add the following, "Notwithstanding the foregoing, Region 4 ESC's audit rights shall apply only to orders placed under the Contract. In no event will Contractor's liability for the cost of any audit exceed \$10,000."	
Section 22/Page 26	Warranty Conditions	To the end of Section 22, add the following, "Contractor will provide the manufacturer's Limited Product Warranty as the exclusive warranty furnished for equipment, goods or materials furnished pursuant to the Contract. Services performed by Contractor (or its subcontractors) are guaranteed to meet industry standards for a period of one (1) year from completion of such services. <b>THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.</b> "	
Section 29/Page 27	Funding out Clause	To the end of section 29 add the following ", provided, however, that any purchase order or agreement for the sale of materials, equipment or services accepted by contractor prior to such termination shall not be terminated or cancelled but instead continue through their completion and payment with the public agencies."	

Section 30/Page 27	Indemnity	Revise the first sentence of Section 30 as follows: (i) by inserting “bodily injury or damage to tangible property to the extent directly resulting from” after “resulting from”; and (ii) by inserting “negligent” before “actions of the Contractor”	
Section 34/Page 27	Insert New Section 34, Limitation of Liability	Insert New Section 34 as follows: <b>LIMITATION OF LIABILITY:</b> <b>NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THE CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES FOR ANY REASON WHETHER OR NOT FORESEEABLE, NOR SHALL EITHER PARTY SEEK OR APPLY FOR SUCH DAMAGES. “CONSEQUENTIAL DAMAGE” INCLUDES, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, AND REPUTATION OR DATA. IN NO EVENT WILL EITHER PARTY’S LIABILITY HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT, GOODS OR SERVICES GIVING RISE TO THE CLAIM.</b>	
Appendix A, #31, Page 31, Page 65 and National Promotion #10	Marketing	Insert prior to the first sentence the following “Upon prior written request to and written approval by Contractor,” Contractor agrees to allow Region 4 ESC...  Add as the last sentence “Any such permission for use to provided by Contractor to Region 4 ESC shall terminate upon notice by Contractor or termination of this Agreement.”	OMNIA Parterns sections
Appendix C, DOC #5, Special Conditions, Section 6/Page 42	Rights to Inventions Made Under a Contract or Agreement	Section 6 is stricken in its entirety. Contractor reserves all intellectual property rights.	
Appendix D, Exhibit A,	Sales Commitment	Revise Section 2.2 to read as follows, “Supplier commits to the not-to-exceed	

Response for National Cooperative Contract, Section 2.2/Page 57		pricing provided under the Master Agreement for purchases made under the Master Agreement (including its terms and conditions). OMNIA and Region 4 ESC recognize that Contractor may have other group or cooperative purchasing agreements as well as Contractor's GSA Schedules ("Other Contracts"). In the event such Other Contracts provide to members or purchasers more favorable pricing, Contractor is under no obligation to make such pricing available under the Master Agreement. Additionally, Contractor may have existing contracts with members or purchasers and in those instances, current pricing will not be affected or modified."	
Appendix D, Exhibit B, Administration Agreement, Section 13/Page 66	Administrative Fee	In the last sentence of Section 13, insert "undisputed" before "paid when due shall bear"	
Appendix D, Exhibit F, FEMA Special Conditions, Section 14/Page 85	Rights to Inventions	Section 14 is stricken in its entirety. Contractor reserves all intellectual property rights.	
Appendix D, Exhibit A, Response for National Cooperative Contract, Section 3.3.L	Contract Sales	<p>Strike this section and replace with,</p> <p>'Supplier projects, but does not guarantee, OMNIA contract sales in the first three years of the contract to be:</p> <p>\$55M in year one (CY2021)  \$60M in year two (CY2022)  \$65M in year three (CY2023)</p> <p>The Administrative Fee shall be calculated as set forth in the Public Sector Administration Agreement, Section 11, per Daikin Applied's requested revisions below.</p> <p>Explanation: Dodge expects a contraction in non-residential construction permits 2020 – 2022, and although Daikin Applied does not guarantee sales goals, we are optimistic that we can achieve these projected revenue targets.</p>	

Appendix D, Exhibit B, Section 11, Administrative Fee, Reporting and Payment	Administrative Fee	Replace the first sentence of Section 11 with the following, 'An "Administrative Fee" shall be calculated and due to OMNIA Partners, Public Sector from Supplier based on the Administrative Fee Percentage (as defined below) which will be no greater than the lowest fee being paid by any other HVAC contract holders in OMNIA Partners portfolio ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales").'	
Appendix D, Exhibit E, Contract Sales Reporting Template	Sales Reporting	Replace template with Daikin specific reporting template.	
RFP III section 22 page 11	Samples	Delete this section as samples are not available as all equipment is engineered and manufactured to specification requirements.	



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**



July 14, 2020



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE:** Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 1 is hereby issued as follows:


1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, March 24, 2020 @ 2:00 PM Central Time and extended as indicated below and above:
  - Tuesday, April 7, 2020 @ 10:00 AM Central Time

## **RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE:** Tuesday, April 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 2 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, April 7, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
  - Tuesday, April 14, 2020 @ 10:00 AM Central Time

## **RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 3

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE:** Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, April 14, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
  - Tuesday, May 5, 2020 @ 10:00 AM Central Time

## **RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 4

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE:** Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 4 is hereby issued as follows:

1. **Proposal Format:** The submission requirement in Section 5 in the “Instructions to Offerors” in this RFP is hereby revised as follows:
  - The requirement for two (2) bound copies is waived.
  - Offeror must submit their complete response on two (2) electronic copies; pin/flash drives. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.
2. **Required Documents**
  - Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

## **RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 5

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Thursday, June 18, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 5 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 5 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, May 5, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
  - Thursday, June 18, 2020 @ 10:00 AM Central Time
2. **Approval from Region 4 ESC:** Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
  - August 25, 2020 (*tentative and subject to change*)

## **RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 6

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE:** Tuesday, July 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 6 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 6 is hereby issued as follows:


1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, June 18, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
  - Tuesday, July 14, 2020 @ 10:00 AM Central Time
2. **Approval from Region 4 ESC:** Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
  - August 25, 2020 (*tentative and subject to change*)

## **RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 3**

**EXHIBIT B**  
**ADMINISTRATION AGREEMENT, EXAMPLE**

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**ADMINISTRATION AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

**DEFINITIONS**

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

## **TERMS AND CONDITIONS**

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

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

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

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

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

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

## **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

## **NATIONAL PROMOTION**

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

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

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

12. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this

Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

## **GENERAL PROVISIONS**

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

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

17. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier

may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

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

A. OMNIA Partners, Public Sector:

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

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**[INSERT SUPPLIER ENTITY NAME]**

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

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Signature

---

Name

---

Title

---

Date

---

Signature

Sarah Vavra

---

Name

Sr. Vice President, Public Sector

Contracting

---

Title

---

Date

**EXHIBIT C**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,**  
**EXAMPLE**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

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

but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

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

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

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

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

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

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

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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

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

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY, A  
DELAWARE CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR AND/OR  
COMMUNITIES PROGRAM MANAGEMENT,  
LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY D/B/A U.S. COMMUNITIES**

_____
Authorized Signature
_____
Name
_____
Title and Agency Name
_____
Date

_____
Signature
Sarah E. Vavra
_____
Name
Sr. Vice President, Public Sector Contracting
_____
Title
_____
Date

**EXHIBIT D**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

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

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[illegible]

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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

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**TO WHOM IT MAY CONCERN:**

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

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**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause

provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

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

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

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

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

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

Requirements for National Cooperative Contract

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

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

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

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

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

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

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763 553 3550

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized

Representative: Michael Schwartz, Chief Executive Officer

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative: MBS Schwartz

Date: April 6, 2020



## **FEMA SPECIAL CONDITIONS**

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

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

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

### **Conflicts of Interest**

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

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

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

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

### **Affirmative Steps**

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

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Bid Guarantee**

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

**Prevailing Wage Requirements**

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

**Federal Requirements**

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

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

9. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

10. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

## 12. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

### “Compliance with the Copeland “Anti-Kickback” Act.

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

13. Contract Work Hours and Safety Standards Act.

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

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

14. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

15. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

- (4) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

16. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

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

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

17. Byrd Anti-Lobbying Amendment.

- c. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- e. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- f. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Contractor, Daikin Applied Americas Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**

  
Signature of Contractor's Authorized Official

Micheal Schwartz, Chief Executive Officer  
Name and Title of Contractor's Authorized Official

April 6, 2020  
Date



18. Procurement of Recovered Materials.

- g. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- h. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- i. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- j. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

19. Additional FEMA Requirements.

- k. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

Requirements for National Cooperative Contract  
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l. Changes.

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

m. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

n. The following provides a contract clause regarding access to records:

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

(4) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(6) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

20.DHS Seal, Logo, and Flags.

o. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

p. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

21.Compliance with Federal Law, Regulations, and Executive Orders.

q. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the

contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- r. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

22. No Obligation by Federal Government.

- s. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- t. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

23. Program Fraud and False or Fraudulent Statements or Related Acts.

- u. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- v. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763.553.3550 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Michael Schwartz

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative:  Date: April 6, 2020

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

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

**Company Name:** Daikin Applied Americas Inc.

**Street:** 13600 Industrial Park Boulevard

**City, State, Zip Code:** Minneapolis, Minnesota 55441

**Complete as appropriate:**

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

**OR:**

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

**OR:**

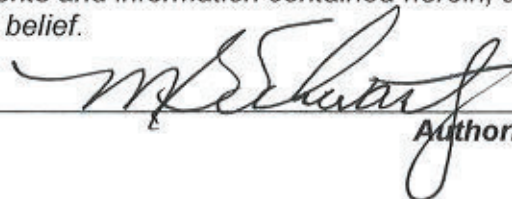
I Michael Schwartz, an authorized representative of Daikin Applied Americas Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of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

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

Name	Address	Interest
Daikin Holdings America Inc.	Via Piani di Santa Maria,72-00040 Ariccia,Roma(Italy)	100%

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

April 6, 2020  
**Date**



Chief Executive Officer  
**Authorized Signature and Title**



**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)****Company Name:** Daikin Applied Americas Inc.**Street:** 13600 Industrial Park Boulevard**City, State, Zip Code:** Minneapolis, Minnesota 55441**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

April 6, 2020

**Date**



Chief Executive Officer

**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent



## STOCKHOLDER DISCLOSURE CERTIFICATION

## Name of Business:

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

OR

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

## Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

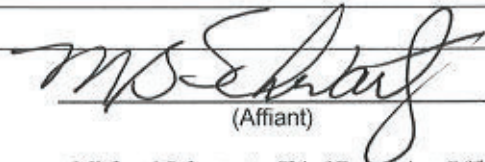
## Stockholders:

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

Subscribed and sworn before me this 6th day of  
April, 2020

(Notary Public)

My Commission expires:

  
(Affiant)

Micheal Schwartz, Chief Executive Officer  
(Print name & title of affiant)

(Corporate Seal)



**Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: Daikin Applied Americas Inc.

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael Schwartz

Signature: \_\_\_\_\_

Title: Chief Executive Officer

Date: April 6, 2020

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

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

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

see certificate on following page

Certification 3709

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2019** to **15-FEB-2022**

DAIKIN APPLIED AMERICAS INC.  
13600 INDUSTRIAL PARK BLVD.  
PLYMOUTH MN 55441



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio", is positioned above the printed name.

ELIZABETH MAHER MUOIO  
State Treasurer

## EXHIBIT H

### ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

#### **CITIES, TOWNS, VILLAGES AND BOROUGHES**

##### **INCLUDING BUT NOT LIMITED TO:**

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

CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR

CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA  
 CITY OF TIGARD, OR  
 CITY OF TROUTDALE, OR  
 CITY OF TUALATIN, OR  
 CITY OF WALKER, LA  
 CITY OF WARRENTON, OR  
 CITY OF WEST LINN, OR  
 CITY OF WILSONVILLE, OR  
 CITY OF WINSTON, OR  
 CITY OF WOODBURN, OR  
 LEAGUE OF OREGON CITIES  
 THE CITY OF HAPPY VALLEY OREGON  
 ALPINE, UT  
 ALTA, UT  
 ALTAMONT, UT  
 ALTON, UT  
 AMALGA, UT  
 AMERICAN FORK CITY, UT  
 ANNABELLA, UT  
 ANTIMONY, UT  
 APPLE VALLEY, UT  
 AURORA, UT  
 BALLARD, UT  
 BEAR RIVER CITY, UT  
 BEAVER, UT  
 BICKNELL, UT  
 BIG WATER, UT  
 BLANDING, UT  
 BLUFFDALE, UT  
 BOULDER, UT  
 CITY OF BOUNTIFUL, UT  
 BRIAN HEAD, UT  
 BRIGHAM CITY CORPORATION, UT  
 BRYCE CANYON CITY, UT  
 CANNONVILLE, UT  
 CASTLE DALE, UT  
 CASTLE VALLEY, UT  
 CITY OF CEDAR CITY, UT  
 CEDAR FORT, UT  
 CITY OF CEDAR HILLS, UT  
 CENTERFIELD, UT  
 CENTERVILLE CITY CORPORATION, UT  
 CENTRAL VALLEY, UT  
 CHARLESTON, UT  
 CIRCLEVILLE, UT  
 CLARKSTON, UT

CLAWSON, UT  
 CLEARFIELD, UT  
 CLEVELAND, UT  
 CLINTON CITY CORPORATION, UT  
 COALVILLE, UT  
 CORINNE, UT  
 CORNISH, UT  
 COTTONWOOD HEIGHTS, UT  
 DANIEL, UT  
 DELTA, UT  
 DEWEYVILLE, UT  
 DRAPER CITY, UT  
 DUCHESNE, UT  
 EAGLE MOUNTAIN, UT  
 EAST CARBON, UT  
 ELK RIDGE, UT  
 ELMO, UT  
 ELSINORE, UT  
 ELWOOD, UT  
 EMERY, UT  
 ENOCH, UT  
 ENTERPRISE, UT  
 EPHRAIM, UT  
 ESCALANTE, UT  
 EUREKA, UT  
 FAIRFIELD, UT  
 FAIRVIEW, UT  
 FARMINGTON, UT  
 FARR WEST, UT  
 FAYETTE, UT  
 FERRON, UT  
 FIELDING, UT  
 FILLMORE, UT  
 FOUNTAIN GREEN, UT  
 FRANCIS, UT  
 FRUIT HEIGHTS, UT  
 GARDEN CITY, UT  
 GARLAND, UT  
 GENOLA, UT  
 GLENDALE, UT  
 GLENWOOD, UT  
 GOSHEN, UT  
 GRANTSVILLE, UT  
 GREEN RIVER, UT  
 GUNNISON, UT  
 HANKSVILLE, UT  
 HARRISVILLE, UT  
 HATCH, UT  
 HEBER CITY CORPORATION, UT  
 HELPER, UT  
 HENEFER, UT  
 HENRIEVILLE, UT  
 HERRIMAN, UT  
 HIDEOUT, UT  
 HIGHLAND, UT  
 HILDALE, UT  
 HINCKLEY, UT  
 HOLDEN, UT  
 HOLLADAY, UT  
 HONEYVILLE, UT  
 HOOPER, UT  
 HOWELL, UT  
 HUNTINGTON, UT  
 HUNTSVILLE, UT  
 CITY OF HURRICANE, UT

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

PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT

WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF  
TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR

MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR  
 AGNESS-ILLAHE R.F.P.D., OR  
 AGRICULTURE EDUCATION SERVICE  
 EXTENSION DISTRICT, OR  
 ALDER CREEK-BARLOW WATER DISTRICT NO.  
 29, OR  
 ALFALFA FIRE DISTRICT, OR  
 ALSEA R.F.P.D., OR  
 ALSEA RIVIERA WATER IMPROVEMENT  
 DISTRICT, OR  
 AMITY FIRE DISTRICT, OR  
 ANTELOPE MEADOWS SPECIAL ROAD  
 DISTRICT, OR  
 APPLE ROGUE DISTRICT IMPROVEMENT  
 COMPANY, OR  
 APPLGATE VALLEY R.F.P.D. #9, OR  
 ARCH CAPE DOMESTIC WATER SUPPLY  
 DISTRICT, OR  
 ARCH CAPE SANITARY DISTRICT, OR  
 ARNOLD IRRIGATION DISTRICT, OR  
 ASH CREEK WATER CONTROL DISTRICT, OR  
 ATHENA CEMETERY MAINTENANCE DISTRICT,  
 OR  
 AUMSVILLE R.F.P.D., OR  
 AURORA R.F.P.D., OR  
 AZALEA R.F.P.D., OR  
 BADGER IMPROVEMENT DISTRICT, OR  
 BAILEY-SPENCER R.F.P.D., OR  
 BAKER COUNTY LIBRARY DISTRICT, OR  
 BAKER R.F.P.D., OR  
 BAKER RIVERTON ROAD DISTRICT, OR  
 BAKER VALLEY IRRIGATION DISTRICT, OR  
 BAKER VALLEY S.W.C.D., OR  
 BAKER VALLEY VECTOR CONTROL DISTRICT,  
 OR  
 BANDON CRANBERRY WATER CONTROL  
 DISTRICT, OR  
 BANDON R.F.P.D., OR  
 BANKS FIRE DISTRICT, OR  
 BANKS FIRE DISTRICT #13, OR  
 BAR L RANCH ROAD DISTRICT, OR  
 BARLOW WATER IMPROVEMENT DISTRICT, OR  
 BASIN AMBULANCE SERVICE DISTRICT, OR  
 BASIN TRANSIT SERVICE TRANSPORTATION  
 DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BAY AREA HEALTH DISTRICT, OR  
 BAYSHORE SPECIAL ROAD DISTRICT, OR  
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
 BEAVER CREEK WATER CONTROL DISTRICT,  
 OR  
 BEAVER DRAINAGE IMPROVEMENT COMPANY,  
 INC., OR  
 BEAVER SLOUGH DRAINAGE DISTRICT, OR  
 BEAVER SPECIAL ROAD DISTRICT, OR  
 BEAVER WATER DISTRICT, OR  
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
 DISTRICT, OR  
 BEND METRO PARK AND RECREATION  
 DISTRICT  
 BENTON S.W.C.D., OR  
 BERNDT SUBDIVISION WATER IMPROVEMENT  
 DISTRICT, OR  
 BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION  
 DISTRICT 6, LA  
 BIG BEND IRRIGATION DISTRICT, OR  
 BIGGS SERVICE DISTRICT, OR  
 BLACK BUTTE RANCH DEPARTMENT OF  
 POLICE SERVICES, OR  
 BLACK BUTTE RANCH R.F.P.D., OR  
 BLACK MOUNTAIN WATER DISTRICT, OR  
 BLODGETT-SUMMIT R.F.P.D., OR  
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
 BLUE RIVER PARK & RECREATION DISTRICT,  
 OR  
 BLUE RIVER WATER DISTRICT, OR  
 BLY R.F.P.D., OR  
 BLY VECTOR CONTROL DISTRICT, OR  
 BLY WATER AND SANITARY DISTRICT, OR  
 BOARDMAN CEMETERY MAINTENANCE  
 DISTRICT, OR  
 BOARDMAN PARK AND RECREATION DISTRICT  
 BOARDMAN R.F.P.D., OR  
 BONANZA BIG SPRINGS PARK & RECREATION  
 DISTRICT, OR  
 BONANZA MEMORIAL PARK CEMETERY  
 DISTRICT, OR  
 BONANZA R.F.P.D., OR  
 BONANZA-LANGELL VALLEY VECTOR  
 CONTROL DISTRICT, OR  
 BORING WATER DISTRICT #24, OR  
 BOULDER CREEK RETREAT SPECIAL ROAD  
 DISTRICT, OR  
 BRIDGE R.F.P.D., OR  
 BROOKS COMMUNITY SERVICE DISTRICT, OR  
 BROWNSVILLE R.F.P.D., OR  
 BUELL-RED PRAIRIE WATER DISTRICT, OR  
 BUNKER HILL R.F.P.D. #1, OR  
 BUNKER HILL SANITARY DISTRICT, OR  
 BURLINGTON WATER DISTRICT, OR  
 BURNT RIVER IRRIGATION DISTRICT, OR  
 BURNT RIVER S.W.C.D., OR  
 CALAPOOIA R.F.P.D., OR  
 CAMAS VALLEY R.F.P.D., OR  
 CAMELLIA PARK SANITARY DISTRICT, OR  
 CAMMANN ROAD DISTRICT, OR  
 CAMP SHERMAN ROAD DISTRICT, OR  
 CANBY AREA TRANSIT, OR  
 CANBY R.F.P.D. #62, OR  
 CANBY UTILITY BOARD, OR  
 CANNON BEACH R.F.P.D., OR  
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT,  
 OR  
 CAPE FERRELO R.F.P.D., OR  
 CAPE FOULWEATHER SANITARY DISTRICT, OR  
 CARLSON PRIMROSE SPECIAL ROAD  
 DISTRICT, OR  
 CARMEL BEACH WATER DISTRICT, OR  
 CASCADE VIEW ESTATES TRACT 2, OR  
 CEDAR CREST SPECIAL ROAD DISTRICT, OR  
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
 CENTRAL CASCADES FIRE AND EMS, OR  
 CENTRAL CITY ECONOMIC OPPORTUNITY  
 CORP, LA  
 CENTRAL LINCOLN P.U.D., OR

CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR

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

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

FERN VALLEY ESTATES IMPROVEMENT  
 DISTRICT, OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR  
 FOUR RIVERS VECTOR CONTROL DISTRICT,  
 OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR  
 GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT,  
 OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT,  
 OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT,  
 OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR  
 GREATER ST. HELENS PARK & RECREATION  
 DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION  
 DISTRICT, OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT,  
 OR  
 HAINES FIRE PROTECTION DISTRICT, OR  
 HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT,  
 OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBO JOINT WATER-SANITARY AUTHORITY,  
 OR

HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4,  
 OR  
 HELIX PARK & RECREATION DISTRICT, OR  
 HELIX R.F.P.D. #7-411, OR  
 HEPPNER CEMETERY MAINTENANCE  
 DISTRICT, OR  
 HEPPNER R.F.P.D., OR  
 HEPPNER WATER CONTROL DISTRICT, OR  
 HEREFORD COMMUNITY HALL RECREATION  
 DISTRICT, OR  
 HERMISTON CEMETERY DISTRICT, OR  
 HERMISTON IRRIGATION DISTRICT, OR  
 HIDDEN VALLEY MOBILE ESTATES  
 IMPROVEMENT DISTRICT, OR  
 HIGH DESERT PARK & RECREATION DISTRICT,  
 OR  
 HIGHLAND SUBDIVISION WATER DISTRICT, OR  
 HONOLULU INTERNATIONAL AIRPORT  
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
 HOOD RIVER COUNTY TRANSPORTATION  
 DISTRICT, OR  
 HOOD RIVER S.W.C.D., OR  
 HOOD RIVER VALLEY PARKS & RECREATION  
 DISTRICT, OR  
 HOODLAND FIRE DISTRICT #74  
 HOODLAND FIRE DISTRICT #74, OR  
 HORSEFLY IRRIGATION DISTRICT, OR  
 HOSKINS-KINGS VALLEY R.F.P.D., OR  
 HOUSING AUTHORITY OF PORTLAND  
 HUBBARD R.F.P.D., OR  
 HUDSON BAY DISTRICT IMPROVEMENT  
 COMPANY, OR  
 I N (KAY) YOUNG DITCH DISTRICT  
 IMPROVEMENT COMPANY, OR  
 ICE FOUNTAIN WATER DISTRICT, OR  
 IDAHO POINT SPECIAL ROAD DISTRICT, OR  
 IDANHA-DETROIT RURAL FIRE PROTECTION  
 DISTRICT, OR  
 ILLINOIS VALLEY FIRE DISTRICT  
 ILLINOIS VALLEY R.F.P.D., OR  
 ILLINOIS VALLEY S.W.C.D., OR  
 IMBLER R.F.P.D., OR  
 INTERLACHEN WATER P.U.D., OR  
 IONE LIBRARY DISTRICT, OR  
 IONE R.F.P.D. #6-604, OR  
 IRONSIDE CEMETERY MAINTENANCE  
 DISTRICT, OR  
 IRONSIDE RURAL ROAD DISTRICT #5, OR  
 IRRIGON PARK & RECREATION DISTRICT, OR  
 IRRIGON R.F.P.D., OR  
 ISLAND CITY AREA SANITATION DISTRICT, OR  
 ISLAND CITY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT,  
 OR  
 JACKSON COUNTY FIRE DISTRICT #3, OR  
 JACKSON COUNTY FIRE DISTRICT #4, OR  
 JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL  
 DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR

JEFFERSON COUNTY EMERGENCY MEDICAL  
 SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT,  
 OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS &  
 RECREATION DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT,  
 OR  
 JOSEPHINE COUNTY 4-H & EXTENSION  
 SERVICE DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT,  
 OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT,  
 OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT  
 COMPANY, OR  
 JUNIPER FLAT R.F.P.D., OR  
 JUNO NONPROFIT WATER IMPROVEMENT  
 DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR  
 KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT,  
 OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE  
 DISTRICT, OR  
 KLAMATH COUNTY EXTENSION SERVICE  
 DISTRICT, OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE  
 DISTRICT, OR  
 KLAMATH COUNTY PREDATORY ANIMAL  
 CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL  
 ROAD DISTRICT UNIT #2, OR  
 KLAMATH INTEROPERABILITY RADIO GROUP,  
 OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD  
 DISTRICT, OR

KLAMATH S.W.C.D., OR  
 KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR

LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR  
 LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR  
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR  
 MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR  
 MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR  
 MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR  
 MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
 MONUMENT S.W.C.D., OR  
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKI CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR  
 NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
 NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR

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

OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR  
 OTTER ROCK WATER DISTRICT, OR  
 OWW UNIT #2 SANITARY DISTRICT, OR  
 OWYHEE CEMETERY MAINTENANCE DISTRICT,  
 OR  
 OWYHEE IRRIGATION DISTRICT, OR  
 PACIFIC CITY JOINT WATER-SANITARY  
 AUTHORITY, OR  
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT,  
 OR  
 PALATINE HILL WATER DISTRICT, OR  
 PALMER CREEK WATER DISTRICT  
 IMPROVEMENT COMPANY, OR  
 PANORAMIC ACCESS SPECIAL ROAD  
 DISTRICT, OR  
 PANTHER CREEK ROAD DISTRICT, OR  
 PANTHER CREEK WATER DISTRICT, OR  
 PARKDALE R.F.P.D., OR  
 PARKDALE SANITARY DISTRICT, OR  
 PENINSULA DRAINAGE DISTRICT #1, OR  
 PENINSULA DRAINAGE DISTRICT #2, OR  
 PHILOMATH FIRE AND RESCUE, OR  
 PILOT ROCK CEMETERY MAINTENANCE  
 DISTRICT #5, OR  
 PILOT ROCK PARK & RECREATION DISTRICT,  
 OR  
 PILOT ROCK R.F.P.D., OR  
 PINE EAGLE HEALTH DISTRICT, OR  
 PINE FLAT DISTRICT IMPROVEMENT  
 COMPANY, OR  
 PINE GROVE IRRIGATION DISTRICT, OR  
 PINE GROVE WATER DISTRICT-KLAMATH  
 FALLS, OR  
 PINE GROVE WATER DISTRICT-MAUPIN, OR  
 PINE VALLEY CEMETERY DISTRICT, OR  
 PINE VALLEY R.F.P.D., OR  
 PINWOOD COUNTRY ESTATES SPECIAL  
 ROAD DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 PISTOL RIVER CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PISTOL RIVER FIRE DISTRICT, OR  
 PLEASANT HILL R.F.P.D., OR  
 PLEASANT HOME WATER DISTRICT, OR  
 POCAHONTAS MINING AND IRRIGATION  
 DISTRICT, OR  
 POE VALLEY IMPROVEMENT DISTRICT, OR  
 POE VALLEY PARK & RECREATION DISTRICT,  
 OR  
 POE VALLEY VECTOR CONTROL DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT  
 DISTRICT, OR  
 PONDEROSA PINES EAST SPECIAL ROAD  
 DISTRICT, OR  
 PORT OF ALSEA, OR  
 PORT OF ARLINGTON, OR  
 PORT OF ASTORIA, OR  
 PORT OF BANDON, OR  
 PORT OF BRANDON, OR  
 PORT OF BROOKINGS HARBOR, OR

PORT OF CASCADE LOCKS, OR  
 PORT OF COQUILLE RIVER, OR  
 PORT OF GARIBALDI, OR  
 PORT OF GOLD BEACH, OR  
 PORT OF HOOD RIVER, OR  
 PORT OF MORGAN CITY, LA  
 PORT OF MORROW, OR  
 PORT OF NEHALEM, OR  
 PORT OF NEWPORT, OR  
 PORT OF PORT ORFORD, OR  
 PORT OF PORTLAND, OR  
 PORT OF SIUSLAW, OR  
 PORT OF ST. HELENS, OR  
 PORT OF THE DALLES, OR  
 PORT OF TILLAMOOK BAY, OR  
 PORT OF TOLEDO, OR  
 PORT OF UMATILLA, OR  
 PORT OF UMPQUA, OR  
 PORT ORFORD CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
 PORT ORFORD R.F.P.D., OR  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 POWDER R.F.P.D., OR  
 POWDER RIVER R.F.P.D., OR  
 POWDER VALLEY WATER CONTROL DISTRICT,  
 OR  
 POWERS HEALTH DISTRICT, OR  
 PRAIRIE CEMETERY MAINTENANCE DISTRICT,  
 OR  
 PRINEVILLE LAKE ACRES SPECIAL ROAD  
 DISTRICT #1, OR  
 PROSPECT R.F.P.D., OR  
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT,  
 OR  
 QUEENER IRRIGATION IMPROVEMENT  
 DISTRICT, OR  
 RAINBOW WATER DISTRICT, OR  
 RAINIER CEMETERY DISTRICT, OR  
 RAINIER DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 RALEIGH WATER DISTRICT, OR  
 REDMOND AREA PARK & RECREATION  
 DISTRICT, OR  
 REDMOND FIRE AND RESCUE, OR  
 RIDDLE FIRE PROTECTION DISTRICT, OR  
 RIDGEWOOD DISTRICT IMPROVEMENT  
 COMPANY, OR  
 RIDGEWOOD ROAD DISTRICT, OR  
 RIETH SANITARY DISTRICT, OR  
 RIETH WATER DISTRICT, OR  
 RIMROCK WEST IMPROVEMENT DISTRICT, OR  
 RINK CREEK WATER DISTRICT, OR  
 RIVER BEND ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 RIVER FOREST ACRES SPECIAL ROAD  
 DISTRICT, OR  
 RIVER MEADOWS IMPROVEMENT DISTRICT,  
 OR  
 RIVER PINES ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR  
 RIVERBEND RIVERBANK WATER  
 IMPROVEMENT DISTRICT, OR  
 RIVERDALE R.F.P.D. 11-JT, OR  
 RIVERGROVE WATER DISTRICT, OR  
 RIVERSIDE MISSION WATER CONTROL  
 DISTRICT, OR  
 RIVERSIDE R.F.P.D. #7-406, OR  
 RIVERSIDE WATER DISTRICT, OR  
 ROBERTS CREEK WATER DISTRICT, OR  
 ROCK CREEK DISTRICT IMPROVEMENT, OR  
 ROCK CREEK WATER DISTRICT, OR  
 ROCKWOOD WATER P.U.D., OR  
 ROCKY POINT FIRE & EMS, OR  
 ROGUE RIVER R.F.P.D., OR  
 ROGUE RIVER VALLEY IRRIGATION DISTRICT,  
 OR  
 ROGUE VALLEY SEWER SERVICES, OR  
 ROGUE VALLEY SEWER, OR  
 ROGUE VALLEY TRANSPORTATION DISTRICT,  
 OR  
 ROSEBURG URBAN SANITARY AUTHORITY, OR  
 ROSEWOOD ESTATES ROAD DISTRICT, OR  
 ROW RIVER VALLEY WATER DISTRICT, OR  
 RURAL ROAD ASSESSMENT DISTRICT #3, OR  
 RURAL ROAD ASSESSMENT DISTRICT #4, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM AREA MASS TRANSIT DISTRICT, OR  
 SALEM MASS TRANSIT DISTRICT  
 SALEM SUBURBAN R.F.P.D., OR  
 SALISHAN SANITARY DISTRICT, OR  
 SALMON RIVER PARK SPECIAL ROAD  
 DISTRICT, OR  
 SALMON RIVER PARK WATER IMPROVEMENT  
 DISTRICT, OR  
 SALMONBERRY TRAIL INTERGOVERNMENTAL  
 AGENCY, OR  
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT,  
 OR  
 SANDY DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 SANDY R.F.P.D. #72, OR  
 SANTA CLARA R.F.P.D., OR  
 SANTA CLARA WATER DISTRICT, OR  
 SANTIAM WATER CONTROL DISTRICT, OR  
 SAUVIE ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT  
 #30J, OR  
 SCAPPOOSE DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
 SCAPPOOSE R.F.P.D., OR  
 SCIO R.F.P.D., OR  
 SCOTTSBURG R.F.P.D., OR  
 SEAL ROCK R.F.P.D., OR  
 SEAL ROCK WATER DISTRICT, OR  
 SEWERAGE AND WATER BOARD OF NEW  
 ORLEANS, LA  
 SHANGRI-LA WATER DISTRICT, OR  
 SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER  
 DISTRICT, OR  
 SHERIDAN FIRE DISTRICT, OR  
 SHERMAN COUNTY HEALTH DISTRICT, OR  
 SHERMAN COUNTY S.W.C.D., OR  
 SHORELINE SANITARY DISTRICT, OR  
 SILETZ KEYS SANITARY DISTRICT, OR  
 SILETZ R.F.P.D., OR  
 SILVER FALLS LIBRARY DISTRICT, OR  
 SILVER LAKE IRRIGATION DISTRICT, OR  
 SILVER LAKE R.F.P.D., OR  
 SILVER SANDS SPECIAL ROAD DISTRICT, OR  
 SILVERTON R.F.P.D. NO. 2, OR  
 SISTERS PARKS & RECREATION DISTRICT, OR  
 SISTERS-CAMP SHERMAN R.F.P.D., OR  
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
 SIUSLAW S.W.C.D., OR  
 SIUSLAW VALLEY FIRE AND RESCUE, OR  
 SIXES R.F.P.D., OR  
 SKIPANON WATER CONTROL DISTRICT, OR  
 SKYLINE VIEW DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SLEEPY HOLLOW WATER DISTRICT, OR  
 SMITH DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SOUTH CLACKAMAS TRANSPORTATION  
 DISTRICT, OR  
 SOUTH COUNTY HEALTH DISTRICT, OR  
 SOUTH FORK WATER BOARD, OR  
 SOUTH GILLIAM COUNTY CEMETERY  
 DISTRICT, OR  
 SOUTH GILLIAM COUNTY HEALTH DISTRICT,  
 OR  
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 SOUTH LANE COUNTY FIRE & RESCUE, OR  
 SOUTH SANTIAM RIVER WATER CONTROL  
 DISTRICT, OR  
 SOUTH SHERMAN FIRE DISTRICT, OR  
 SOUTH SUBURBAN SANITARY DISTRICT, OR  
 SOUTH WASCO PARK & RECREATION  
 DISTRICT, OR  
 SOUTHERN COOS HEALTH DISTRICT, OR  
 SOUTHERN CURRY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SOUTHVIEW IMPROVEMENT DISTRICT, OR  
 SOUTHWEST LINCOLN COUNTY WATER  
 DISTRICT, OR  
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
 SOUTHWOOD PARK WATER DISTRICT, OR  
 SPECIAL ROAD DISTRICT #1, OR  
 SPECIAL ROAD DISTRICT #8, OR  
 SPRING RIVER SPECIAL ROAD DISTRICT, OR  
 SPRINGFIELD UTILITY BOARD, OR  
 ST. PAUL R.F.P.D., OR  
 STANFIELD CEMETERY DISTRICT #6, OR  
 STANFIELD IRRIGATION DISTRICT, OR  
 STARR CREEK ROAD DISTRICT, OR  
 STARWOOD SANITARY DISTRICT, OR  
 STAYTON FIRE DISTRICT, OR  
 SUBLIMITY FIRE DISTRICT, OR  
 SUBURBAN EAST SALEM WATER DISTRICT, OR  
 SUBURBAN LIGHTING DISTRICT, OR  
 SUCCOR CREEK DISTRICT IMPROVEMENT  
 COMPANY, OR

SUMMER LAKE IRRIGATION DISTRICT, OR  
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR  
 SUMNER R.F.P.D., OR  
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 SUNDOWN SANITATION DISTRICT, OR  
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 SUNNYSIDE IRRIGATION DISTRICT, OR  
 SUNRISE WATER AUTHORITY, OR  
 SUNRIVER SERVICE DISTRICT, OR  
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
 SURFLAND ROAD DISTRICT, OR  
 SUTHERLIN VALLEY RECREATION DISTRICT, OR  
 SUTHERLIN WATER CONTROL DISTRICT, OR  
 SWALLEY IRRIGATION DISTRICT, OR  
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR  
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
 SWISSHOME-DEADWOOD R.F.P.D., OR  
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR  
 TALENT IRRIGATION DISTRICT, OR  
 TANGENT R.F.P.D., OR  
 TENMILE R.F.P.D., OR  
 TERREBONNE DOMESTIC WATER DISTRICT, OR  
 THE DALLES IRRIGATION DISTRICT, OR  
 THOMAS CREEK-WESTSIDE R.F.P.D., OR  
 THREE RIVERS RANCH ROAD DISTRICT, OR  
 THREE SISTERS IRRIGATION DISTRICT, OR  
 TIGARD TUALATIN AQUATIC DISTRICT, OR  
 TIGARD WATER DISTRICT, OR  
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR  
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR  
 TILLAMOOK COUNTY S.W.C.D., OR  
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR  
 TILLAMOOK FIRE DISTRICT, OR  
 TILLAMOOK P.U.D., OR  
 TILLER R.F.P.D., OR  
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 TOLEDO R.F.P.D., OR  
 TONE WATER DISTRICT, OR  
 TOOLEY WATER DISTRICT, OR  
 TRASK DRAINAGE DISTRICT, OR  
 TRI CITY R.F.P.D. #4, OR  
 TRI-CITY WATER & SANITARY AUTHORITY, OR  
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON TRIMET, OR  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN HILLS PARK & RECREATION DISTRICT, OR  
 TUALATIN S.W.C.D., OR  
 TUALATIN VALLEY FIRE & RESCUE

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

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

YAMHILL FIRE PROTECTION DISTRICT, OR  
 YAMHILL SWCD, OR  
 YONCALLA PARK & RECREATION DISTRICT, OR  
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR  
 ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT

MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT

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

PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE  
 EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING  
 ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE  
 PERFORMING ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE

COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH  
 SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE  
 UNIVERSITY OF HAWAII  
 ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 SOUTHERN OREGON UNIVERSITY (OREGON  
 UNIVERSITY SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY  
 COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU  
 COMMUNITY COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### **STATE AGENCIES**

ADMIN. SERVICES OFFICE  
 BOARD OF MEDICAL EXAMINERS  
 HAWAII CHILD SUPPORT ENFORCEMENT  
 AGENCY

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



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 6**

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

April 6, 2020  
Date

  
Authorized Signature & Title CEO



Offeror's Company Name

**Daikin Applied Americas Inc.**

Appendix C, Doc #1

## **Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy**

### **Daikin Applied Freedom of Information Act Exemption List**

- Tab 2 – Products and Pricing – all pages, all lines
- Tab 4 – Qualifications and Experience – References - pages 10-11, all lines
- Tab 7 – Rep Roster – all pages, all lines
- Tab 7 – Service Office Roster – all pages, all lines
- Tab 7 – Service Who to Contact List – all pages, all lines
- Tab 7 – OMNIA Partners Biz Plan – all pages, all lines

### **Exception Reasoning**

The material set forth herein is deemed to be confidential commercial and financial data, the public disclosure of which could cause substantial competitive harm to Daikin Applied Americas Inc. (hereinafter "Daikin Applied"). In addition, the information contained herein is deemed to constitute trade secrets, confidential operations information, and other confidential commercial and financial data within the meaning of applicable Freedom of Information Acts, the disclosure of which is prohibited by law. This material has not been disclosed to the public, and should not be, since such disclosure could cause competitive harm to Daikin Applied. It is Daikin Applied's expectation that it will be notified by any applicable agency of any request for information pertaining to the materials set forth herein, and that Daikin Applied will be given an opportunity to object to disclosure of the information.

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

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

**Contact**

Daikin Applied Americas Inc.

**Signature**

13600 Industrial Park Boulevard

Duane Rothstein

**Printed Name**

**Address**

Daikin Applied Americas Inc.

Vertical Market Manager, Government

**Position with Company**

Minneapolis, Minnesota 55441

**Official  
Authorizing  
Proposal**

**Signature**

Michael Schwartz

**Printed Name**

**Phone**

763 553 3550

Chief Executive Officer

**Position with Company**

**Fax**

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

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

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

#### Filing Process:

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

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

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

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)    completed online

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

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

**Texas Government Code 2270 Verification Form**

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

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

I, Michael Schwartz, as an authorized representative of

Daikin Applied Americas Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

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

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

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

  
Signature of Named Authorized Company Representative

April 6, 2020

Date



### **SPECIAL CONDITIONS**

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimis, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### **Public Policy**

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

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

## **Affirmative Steps**

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

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

## **Federal Requirements**

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

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

### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

### **2. Equal Employment Opportunity:**

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-

assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance

for contracts of amounts in excess of \$150,000:

“Clean Air Act

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

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

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

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

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

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

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Daikin Applied Americas Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Michael Schwartz, Chief Executive Officer

Name and Title of Contractor's Authorized Official

April 6, 2020

Date



10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

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

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

#### 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor

shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763 553 3550

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized

Representative: Michael Schwartz

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative: 

Date: April 6, 2020

## **QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### **1. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☒Yes ☐No  
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

### **2. Diverse Vendor Certification Participation**

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

#### **a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

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

Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **c. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **d. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **e. Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No

List certifying agency: \_\_\_\_\_

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the Scope of Work outlined in this solicitation? ☒Yes ☐No

**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

See bond letter on following pages

CHUBB®

Chubb  
525 W. Monroe, Ste 700  
Chicago, IL 60661  
USA

O (312) 775-7874  
M (312) 273-0790

March 18, 2020

Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, TX 77092

Subject: Daikin Applied Americas, Inc. - Region 4ESC HVAC 20-04 RFP

To Whom It May Concern:

Federal Insurance Company, a corporation under the laws of the State of Indiana, with an office and place of business at 202B Hall's Mill Road, Whitehouse Station, NJ 08889, represents Daikin Applied Americas, Inc. for surety bonding needs.

At the present time, Daikin Applied Americas, Inc. is in a position to consider single projects up to \$60,000,000 within an aggregate limit of \$100,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Daikin Applied Americas, Inc. At the request of Daikin Applied Americas, Inc., Federal Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Daikin Applied Americas, Inc. and Federal Insurance Company and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to Daikin Applied Americas, Inc., third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need addition information, please do not hesitate to contact me.

Sincerely,



Debra C. Schneider, Attorney-In-Fact  
Federal Insurance Company

A++ Rating by A.M. Best, Financial Size Category XV

Know All by These Presents. That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roeder and Debra C. Schneider of St. Louis, Missouri -----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22<sup>nd</sup> day of July, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 22<sup>nd</sup> day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

*Rose Curtis*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:  
"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

18th day of March

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT  
Telephone (908) 903-3493 Fax (908) 903-3636 e-mail surety@chubb.com

# Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 75533-Chubb-20-06

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Daikin Applied Americas Inc.  
13600 Industrial Park Boulevard  
Minneapolis, MN 55441

### SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company  
202B Halls Mill Road  
Whitehouse Station, NJ 08889-3454  
State of Inc: Indiana

### OWNER:

(Name, legal status and address)

Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, TX 77092

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

HVAC Equipment, Installation, Service & Related Products

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2020

Daikin Applied Americas Inc.

(Principal)

(Seal)

(Witness)

(Title)

Federal Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Debra C. Schneider, Attorney in Fact

State of Missouri  
County of St. Louis

} ss:

On March 18, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared  
Debra C. Schneider

known to me to be Attorney-in-Fact of Federal Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 16, 2023

*Brittany D. Stuckel*  
Brittany D. Stuckel

Notary Public



Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roeder and Debra C. Schneider of St. Louis, Missouri

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22<sup>nd</sup> day of July, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 22<sup>nd</sup> day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

*Rose Curtis*  
Notary Public

#### CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of March, 2020.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 7**

## DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

**1. Terms of Agreement:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

**2. Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

**3. Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

**4. Shipping Terms:** All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

**5. Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

**6. Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

**7. Cancellations:** Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

**8. Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

**9. Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

**10. Limited Warranty:** Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority

to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

**11. Warranty Exclusions:** Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

**12. Limitation on Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

**13. Infringement:** Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

**14. Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

**15. Canada:** The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

## **Section I. Equal Employment Opportunity Policy Statement**

(41 CFR 60-741.44(a)) and

(41 CFR 60-300.44(a))

Daikin Applied - Plymouth is committed to providing equal employment opportunity to all applicants and employees regardless of their race, creed, color, religion, gender, age, national origin, disability, military service, protected veteran status, genetic information, sexual orientation, gender identity, transgender status, or any other characteristic protected by federal, state or local law. We are strongly committed to this policy and believe in the concept and spirit of the law.

Daikin Applied - Plymouth is further committed to ensuring that employment decisions are based on valid job requirements. In addition, all employment actions, such as recruiting, hiring, training, promotion, compensation, benefits, transfers, layoffs and termination are administered fairly to all persons on an equal opportunity basis, without discrimination on the basis of protected categories named above. Daikin Applied - Plymouth will also provide qualified applicants and employees with disabilities any needed reasonable accommodations, as required by law.

Daikin Applied - Plymouth will not tolerate employees and applicants to be subjected to harassment, intimidation, threats, coercion or retaliation because they engaged or may engage in filing a complaint or assisted in a review, investigation or hearing related to any federal, state or local law requiring equal employment opportunity; or because they opposed any act deemed unlawful.

The Chief Executive Officer supports this affirmative action program and has appointed Lynn Doboszenski, Representative- Human Resource as Daikin Applied - Plymouth's EEO Coordinator. The EEO Coordinator's responsibilities include implementing an internal audit and reporting system to monitor and measure the effectiveness of Daikin Applied - Plymouth's equal employment opportunity efforts and report to executive management on this and any needs for remedial action.

Daikin Applied - Plymouth maintains affirmative action plans for minorities, women, individuals with disabilities and protected veterans. Any questions regarding these plans or the company's equal opportunity policy should be directed to the EEO Coordinator who is responsible for the implementation of the plan. All employees are responsible for supporting the concept of equal employment opportunity and affirmative action, and assisting and cooperating in meeting our plan goals.

If you wish to view the plans for protected veterans and individuals with disabilities, contact Lynn Doboszenski during normal business hours and arrangements will be made for the areas of the plan available for inspection under the law.

## Terms & Conditions

### DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

- Terms of Agreement:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.
- Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.
- Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.
- Shipping Terms:** All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.
- Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.
- Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.
- Cancellations:** Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.
- Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.
- Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.
- Limited Warranty:** Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S

SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. **Warranty Exclusions:** Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.
12. **Limitation on Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.
13. **Infringement:** Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.
14. **Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.
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**DAIKIN APPLIED AMERICAS INC.**

**d/b/a Daikin Applied**

**TERMS & CONDITIONS**

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during

regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that

such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.

18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

## Terms & Conditions – Contractor Agreement

This CONTRACTOR AGREEMENT ("Agreement"), effective this **(Effective Date)** ("Effective Date"), is made and entered into by and between **(Customer/Owner Name)** (hereinafter "Owner") and Daikin Applied Americas Inc. (hereinafter "Contractor").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in this proposal **(Proposal Number)** hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at the **(Customer/Owner Name)**, City of **(Project City)**, State of **(Project State)** (hereinafter "Property");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. Work. Subject to credit approval, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("Subcontractors") to perform the Work through a Subcontract Agreement.
2. Term of Agreement. Contractor will commence Work on the commencement date ("Commencement Date"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. Contract Price. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in this proposal **(Proposal Number)** hereto ("Contract Price"), subject to adjustment per mutual agreement of the parties should the scope of Work changes. The Contract Price **does not** include **sales tax**.
4. Change Orders. Owner may issue deductive change orders in writing. Once the Contract Price is adjusted per mutual agreement of the parties, Contractor will comply with them as soon as feasible. Owner may issue proposed additive change orders, and within twenty (20) calendar days thereafter, Contractor will submit a price for the change, supported by a detailed written estimate. Owner and Contractor will then negotiate the price of the change. If the parties reach an agreement, the adjusted and new Contract Price will be incorporated in a written Change Order signed by both parties. If the parties do not reach agreement as to the price of the change, Owner may order Contractor to proceed with the change, and Contractor will promptly do so, so long as the additive change order is not more than three (3) percent of the Contract Price.
5. Relationship of Parties. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
6. Service/Maintenance- If Applicable. In the event Owner, in addition to the services specified above, adds a Service/Maintenance Agreement to the Scope of Services, the following terms shall apply:
  - 6.1. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Owner. In this regard, Contractor shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
  - 6.2. The Contract Price stated herein is predicated on the fact that all Work will be done during regular working hours of regular working days unless otherwise specified. If for any reason,

Owner requests that Work be performed other than during regular working hours or outside the scope of Work specified hereunder, Owner agrees to pay Contractor any additional charges arising from such additional Work, including but not limited to premium pay, special freight or other fees or costs associated therewith.

- 6.3. Owner agrees to provide Contractor personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for the Work unless restricted specifically in the quote. Owner agrees to ensure that sufficient service access space is provided. Contractor shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Contractor.
- 6.4. This Agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Owner), negligence of the system by others (including the Owner), failure of the Owner to properly operate the system(s), or other causes beyond the control of Contractor.
- 6.5. In the event that Contractor is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Contractor's control, Owner shall pay Contractor for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Contractor rates for performing such services.
- 6.6. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. Owner shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
- 6.7. In the event that Contractor determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any of Owner's equipment, not sold by Contractor under this Agreement, but covered under the Service/Maintenance Agreement, is in need of repair and/or replacement, Contractor shall inform Owner of the equipment condition and remedy. Contractor shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Owner removes the unacceptable system(s), component(s), or part(s) from this Agreement.
7. Compliance with Laws. Contractor and Owner agree that:
  - 7.1. Contractor accepts sole liability for compliance with all governmental regulations related to Contractor's employees and their employment, including without limitation to such items as workers' compensation insurance coverage, unemployment insurance, social security tax withholdings (FICA), withholding for any and all governmental taxes, OSHA requirements, ERISA requirements, Fair Labor Standard Act (FLSA) requirements, the Immigration and Control Act of 1986 (IRCA), work safety rules, as such laws and regulations may apply to Contractor's employees in relation to Work at the Property.
  - 7.2. All employees of Contractor assigned to the Property will have their identity and eligibility for work within the United States of America properly verified. Within five (5) days of receipt of a written request from Owner, Contractor shall provide Owner with copies of the I-9 form or such other documentation as may be appropriate or required to satisfy Owner as to Contractor's compliance with IRCA.
  - 7.3. Contractor shall comply with all applicable governmental regulations and laws in the hiring, supervision, and termination of employees.
  - 7.4. Contractor shall provide equal employment opportunities to all qualified individuals without regard to race, color, national origin, religion, sex, age, or disability. Contractor will comply with the equal employment opportunity policies of Owner and with all equal employment opportunity requirements adopted by any governmental authority including the Civil Rights Act of 1964, Executive Orders 11246, 11375 and 11478, and any state fair employment practices act. Contractor will likewise require its subcontractors to comply with all equal employment opportunity requirements.

8. License and Permits. At Contractor's sole expense, Contractor will obtain and maintain, or require its subcontractors to obtain and maintain, any applicable licenses and/or permits as required by applicable laws and regulations in providing the Work.
9. Insurance. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, the insurance as set forth in Contractor's sample certificate of insurance, attached hereto as Exhibit B.
10. Indemnification. The parties' obligation to defend and indemnify is as follows under this Agreement:
  - 10.1. Upon prompt receipt of written notice from Owner, Contractor shall defend, indemnify, and hold harmless Owner, and Owner's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of Owner's employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct during the performance of the Work, but only to the extent that the Claims stated above were not caused in any way by the actions of any Subcontractor. Subcontractors, pursuant to the Subcontract Agreement with Contractor, hold their own indemnification obligations toward the Owner.

Notwithstanding Contractor's indemnification obligations under this Agreement, these shall not extend to Claims caused by any act or omission by any architect, engineer, consultant, or project manager retained to perform work in connection with the Property. Architects, engineers, consultants, and project managers shall be required to defend, indemnify or hold harmless Owner pursuant to any agreement for the referenced services.
  - 10.2. Upon receipt of prompt written notice from Contractor, Owner shall defend, indemnify, and hold harmless Contractor and its respective officers, directors, employees, and agents, from those damages, liabilities, claims, demands, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of Contractor's employees or any subcontractor thereof) directly caused by a violation of any laws pertaining to Owner's business or any negligence, gross negligence or willful misconduct by Owner during Contractor's performance of the Work.
11. Default.
  - 11.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
  - 11.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
12. Termination. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
  - 12.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
  - 12.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
  - 12.3. If applicable, a Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; or (ii) by Contractor upon five (5) days prior written notice to Owner, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Contractor's

prior approval. If a Maintenance Agreement is terminated for any reason, other than a material breach by Contractor, Owner shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

13. **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.
14. Workmanship Warranty. As for Work Contractor performs, Contractor agrees to perform said Work in a professional and workmanlike manner, and in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. As for Work Subcontractors perform, or agree to perform, the Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a professional and workmanlike manner, and in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of the Subcontractor.
15. Equipment Warranty. All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for McQuay and/or Daikin brand equipment is attached hereto and incorporated herein by this reference.
16. Asbestos and Hazardous Materials. In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense. Owner shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Owner's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Owner. Owner shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Contractor shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
17. Confidentiality. Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
18. Assignment and Delegation. Owner may assign this Agreement to Owner's nominee, only with Contractor's prior written consent.

19. Notices. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

**Daikin Applied Americas Inc.**  
**Attn: Legal Department**  
**13600 Industrial Park Blvd.**  
**Plymouth, MN 55340**  
**Attn: Legal Dept.**

If to Owner:

**(Customer/Owner Name)**  
**(Customer Address 1)**  
**(Customer Address 2)**

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

20. No Waiver. Failure of Owner at any time to require performance by Contractor of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Owner of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.
21. Severability. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.
22. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (other than its rules as to conflicts of law which might require application of laws of another jurisdiction).
23. Miscellaneous.
- 23.1. No Liens. Contractor shall neither suffer nor permit the attachment of any liens upon the Property as a direct result of Contractor's performance of the Work; provided, however, nothing herein shall be construed to limit or abridge Contractor's or Subcontractor's right to assert and enforce a mechanic's lien to the extent of nonpayment hereunder.
- 23.2. Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder, other than the obligation to pay, shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any Subcontractor, materialman, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.
- 23.3. Modifications. No modifications or alterations shall be made to this Agreement unless reduced in writing and signed by Contractor and Owner.
- 23.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Owner agrees that this Agreement is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Owner, all of which additional or conflicting terms and conditions are hereby rejected by Contractor. Further, Owner acknowledges and agrees that any other terms such as those which may be included in future purchase order issued by Owner in accordance with this Agreement, will only establish payment authority for Owner's internal accounting purposes. Any such purchase order will not be considered by Contractor to be a counteroffer,

amendment, modification, or other revision to the terms of this Agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

CONTRACTOR  
Daikin Applied Americas Inc. dba  
Daikin Applied

OWNER  
**(Customer/Owner Name)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

License No. \_\_\_\_\_



To: **All Daikin Applied Preferred Customers**  
Subject: **Prepay Discounts**

Dear Preferred Customer,

We are happy to offer a very attractive Prepay Discount Option to our preferred customers. Prepay discounts are an excellent opportunity for your company to increase its bottom line by reducing the costs of your HVAC purchases. (see discount schedule below)

**Anticipated Discount Schedule as of 6/1/2018**

Lead Time	Prepay Discount	Lead Time	Prepay Discount
* Time of shipment	0.5%		
2 weeks	0.6%	14 weeks	1.3%
4 weeks	0.7%	15 weeks	1.4%
5 weeks	0.8%	16 weeks	1.4%
6 weeks	0.8%	17 weeks	1.5%
7 weeks	0.9%	18 weeks	1.5%
8 weeks	1.0%	19 weeks	1.6%
9 weeks	1.0%	20 weeks	1.7%
10 weeks	1.1%	21 weeks	1.7%
11 weeks	1.1%	22 weeks	1.8%
12 weeks	1.2%	23 weeks	1.8%
13 weeks	1.3%	24 weeks	1.9%

Discounts calculated at the rate of 3% per annum plus 1/2 of 1% for payment at time of shipment.

Discounts allowed only for jobs that are prepaid 100%.

Maximum allowable anticipated discount is 3%.

\* If prepay is not an option for this purchase, don't forget about our .5% discount at time of shipment. Our terms are payment at time of shipment but we will allow our preferred customers up to ten days from ship date for Daikin Applied to receive the check and up to 15 days from ship date for our Canadian customers. In most cases this will allow you to see the goods before cutting the check. Discount rates shown are subject to change without notice.

All in all, you have two great options to significantly increase your bottom line. Please contact your Daikin Applied Sales Representative or your Daikin Applied Financial Service Representative for more information regarding these discount options.

Sincerely,  
Patrick Middleton  
Sr. Director of Financial Services  
Daikin Applied

**Daikin Applied**  
World Headquarters  
13600 Industrial Park Boulevard  
Minneapolis, MN 55441  
763-553-5330



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**



July 14, 2020

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## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE: Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME**

This Addendum No. 1 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 1 is hereby issued as follows:


1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, March 24, 2020 @ 2:00 PM Central Time and extended as indicated below and above:
  - Tuesday, April 7, 2020 @ 10:00 AM Central Time

## **RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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## NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE:** Tuesday, April 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 2 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, April 7, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
  - Tuesday, April 14, 2020 @ 10:00 AM Central Time

## **RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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## NOTICE TO OFFEROR

### ADDENDUM NO. 3

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME**

This Addendum No. 3 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, April 14, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
  - Tuesday, May 5, 2020 @ 10:00 AM Central Time

## **RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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## NOTICE TO OFFEROR

### ADDENDUM NO. 4

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME**

This Addendum No. 4 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 4 is hereby issued as follows:

1. **Proposal Format**: The submission requirement in Section 5 in the “Instructions to Offerors” in this RFP is hereby revised as follows:
  - The requirement for two (2) bound copies is waived.
  - Offeror must submit their complete response on two (2) electronic copies; pin/flash drives. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.
2. **Required Documents**
  - Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

## **RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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## NOTICE TO OFFEROR

### ADDENDUM NO. 5

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Thursday, June 18, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 5 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 5 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, May 5, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
  - Thursday, June 18, 2020 @ 10:00 AM Central Time
2. **Approval from Region 4 ESC:** Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
  - August 25, 2020 (*tentative and subject to change*)

## **RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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## NOTICE TO OFFEROR

### ADDENDUM NO. 6

Solicitation Number 20-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

HVAC Equipment, Installation, Services & Related Products

**SUBMITTAL DEADLINE:** Tuesday, July 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 6 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 6 is hereby issued as follows:


1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, June 18, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
  - Tuesday, July 14, 2020 @ 10:00 AM Central Time
  
2. **Approval from Region 4 ESC:** Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
  - August 25, 2020 (*tentative and subject to change*)

## **RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 1**

## **APPENDIX A**

### **DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 201X by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Daikin Applied Americas Inc.

Address 13600 Industrial Park Boulevard

City/State/Zip Minneapolis, Minnesota 55441

Telephone No. 763 553 3550

Email Address duane.rothstein@daikinapplied.com

Printed Name Michael Schwartz

Title Chief Executive Officer

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### **Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
See Following pages for complete list of Exceptions/Proposed Modifications			

Section/Page	Term, Condition or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	To the end of Section 11(a), insert the following sentence, "Reference to "specifications" herein shall be construed to mean "approved submittals" relating to equipment furnished by Contractor.	
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	In the last paragraph of Section 11(a), change "ten (10) days" to "a reasonable time"	
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	In the last paragraph of Section 11(a), after "under this paragraph" insert "and upon payment for work and materials already performed or furnished"	
Section 11(b)/Page 24	Termination for Cause	Please delete this section in its entirety. Generally duplicative of Sections 11(a) and 11(d).	
Section 11(c)/Page 24	Delivery/Service Failures	Replace the first sentence with the following, "Failure to deliver goods or services within a mutually agreed timeframe or failure to make repairs, replacements or corrections in accordance with the applicable warranty (as defined below) shall constitute grounds for the Contract to be terminated, subject to the provisions set forth in Section 11(a) providing for notice to Contractor and Contractor's reasonable opportunity to cure any alleged unmet performance obligation. Delete the last sentence "In the even Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	
Section 11(e)/Page 24	Standard Cancellation	Replace the third sentence of Section 11(e) with the following, "Any purchase order, service order or agreement to procure goods and services already accepted by Contractor prior to such termination shall continue through its fulfillment and payment, notwithstanding any termination of this Contract."	
Section 14/Page 25	Delivery	Revise the first sentence of Section 14 by adding the following to the end of	

		the sentence, "or as otherwise indicated by Contractor or the applicable manufacturer."	
Section 14/Page 25	Delivery	In the last sentence of Section 14, insert "First" before "Destination"	
Section 15/Page 25	Inspection & Acceptance	Revised the first sentence of Section 15 by adding the following to the end of the sentence ", provided that before such return Region 4 ESC and contractor have mutually agreed on a timeframe within which contractor may cure the alleged defect or incorrect delivery and allow the contractor to effect such cure."	
Section 16/Page 24	Payments	To the end of Section 16, add "but in no event later than sixty (60) days from invoice date."	
Section 18/Page 24	Audit Rights	To the end of Section 18, add the following, "Notwithstanding the foregoing, Region 4 ESC's audit rights shall apply only to orders placed under the Contract. In no event will Contractor's liability for the cost of any audit exceed \$10,000."	
Section 22/Page 26	Warranty Conditions	To the end of Section 22, add the following, "Contractor will provide the manufacturer's Limited Product Warranty as the exclusive warranty furnished for equipment, goods or materials furnished pursuant to the Contract. Services performed by Contractor (or its subcontractors) are guaranteed to meet industry standards for a period of one (1) year from completion of such services. <b>THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.</b> "	
Section 29/Page 27	Funding out Clause	To the end of section 29 add the following ", provided, however, that any purchase order or agreement for the sale of materials, equipment or services accepted by contractor prior to such termination shall not be terminated or cancelled but instead continue through their completion and payment with the public agencies."	

Section 30/Page 27	Indemnity	Revise the first sentence of Section 30 as follows: (i) by inserting “bodily injury or damage to tangible property to the extent directly resulting from” after “resulting from”; and (ii) by inserting “negligent” before “actions of the Contractor”	
Section 34/Page 27	Insert New Section 34, Limitation of Liability	Insert New Section 34 as follows: <b>LIMITATION OF LIABILITY:</b> <b>NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THE CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES FOR ANY REASON WHETHER OR NOT FORESEEABLE, NOR SHALL EITHER PARTY SEEK OR APPLY FOR SUCH DAMAGES. “CONSEQUENTIAL DAMAGE” INCLUDES, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, AND REPUTATION OR DATA. IN NO EVENT WILL EITHER PARTY’S LIABILITY HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT, GOODS OR SERVICES GIVING RISE TO THE CLAIM.</b>	
Appendix A, #31, Page 31, Page 65 and National Promotion #10	Marketing	Insert prior to the first sentence the following “Upon prior written request to and written approval by Contractor,” Contractor agrees to allow Region 4 ESC...  Add as the last sentence “Any such permission for use to provided by Contractor to Region 4 ESC shall terminate upon notice by Contractor or termination of this Agreement.”	Appendix A, #31, Page 31, Page 65 and National Promotion #10
Appendix C, DOC #5, Special Conditions, Section 6/Page 42	Rights to Inventions Made Under a Contract or Agreement	Section 6 is stricken in its entirety. Contractor reserves all intellectual property rights.	
Appendix D, Exhibit A,	Sales Commitment	Revise Section 2.2 to read as follows, “Supplier commits to the not-to-exceed	

Response for National Cooperative Contract, Section 2.2/Page 57		pricing provided under the Master Agreement for purchases made under the Master Agreement (including its terms and conditions). OMNIA and Region 4 ESC recognize that Contractor may have other group or cooperative purchasing agreements as well as Contractor's GSA Schedules ("Other Contracts"). In the event such Other Contracts provide to members or purchasers more favorable pricing, Contractor is under no obligation to make such pricing available under the Master Agreement. Additionally, Contractor may have existing contracts with members or purchasers and in those instances, current pricing will not be affected or modified."	
Appendix D, Exhibit B, Administration Agreement, Section 13/Page 66	Administrative Fee	In the last sentence of Section 13, insert "undisputed" before "paid when due shall bear"	
Appendix D, Exhibit F, FEMA Special Conditions, Section 14/Page 85	Rights to Inventions	Section 14 is stricken in its entirety. Contractor reserves all intellectual property rights.	
Appendix D, Exhibit A, Response for National Cooperative Contract, Section 3.3.L	Contract Sales	<p>Strike this section and replace with,</p> <p>'Supplier projects, but does not guarantee, OMNIA contract sales in the first three years of the contract to be:</p> <p>\$55M in year one (CY2021)  \$60M in year two (CY2022)  \$65M in year three (CY2023)</p> <p>The Administrative Fee shall be calculated as set forth in the Public Sector Administration Agreement, Section 11, per Daikin Applied's requested revisions below.</p> <p>Explanation: Dodge expects a contraction in non-residential construction permits 2020 – 2022, and although Daikin Applied does not guarantee sales goals, we are optimistic that we can achieve these projected revenue targets.</p>	

Appendix D, Exhibit B, Section 11, Administrative Fee, Reporting and Payment	Administrative Fee	Replace the first sentence of Section 11 with the following, 'An "Administrative Fee" shall be calculated and due to OMNIA Partners, Public Sector from Supplier based on the Administrative Fee Percentage (as defined below) which will be no greater than the lowest fee being paid by any other HVAC contract holders in OMNIA Partners portfolio ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales").'	
Appendix D, Exhibit E, Contract Sales Reporting Template	Sales Reporting	Replace template with Daikin specific reporting template.	
RFP III section 22 page 11	Samples	Delete this section as samples are not available as all equipment is engineered and manufactured to specification requirements.	



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 2**



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 3**

**EXHIBIT A**  
**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners, Public Sector.

**1.1 Requirement**

Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), is requesting proposals for HVAC Equipment, Installation, Service & Related Products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners, Public Sector's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector's cooperative purchasing program. Registration with OMNIA Partners, Public Sector as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, Public Sector, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners, Public Sector.

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

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

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

## **1.2 Marketing, Sales and Administrative Support**

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

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

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

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

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

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

E. Training sessions for Supplier teams

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

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

~~Suppliers are required to pay an administrative fee of 4% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners, Public Sector Administration Agreement (Exhibit B).~~

An "Administrative Fee" shall be calculated and due to OMNIA Partners, Public Sector from Supplier based on the Administrative Fee Percentage (as defined below) which will be no greater than the lowest fee being paid by any other HVAC contract holders in OMNIA Partners portfolio ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales").

Explanation: Based on our experience with OMNIA Partners, we believe that OMNIA Partners will agree that the administrative fee structures should be the same amongst all contract holders within like industries. Daikin Applied has shown that it can deliver significant growth with the existing 2% Administrative Fee and is concerned that raising the Administrative Fee Percentage will result in business being lost to other cooperative purchasing programs with lower fees.

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of Requirements for National Cooperative Contract

award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

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

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners, Public Sector's cooperative program:

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

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA

Requirements for National Cooperative Contract

Partners, Public Sector designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

## **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners, Public Sector and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## **2.2 Pricing Commitment**

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

## **2.3 Sales Commitment**

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

## **3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

### **3.1 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.

Headquartered in Plymouth, MN, Daikin Applied is part of Daikin Industries, Ltd. which is the largest global HVAC manufacturer for commercial, industrial and residential air conditioning systems, and the global air conditioning leader. In North America, Daikin Applied provides expertise in commercial HVAC systems with technologically advanced and highly applied systems. In 2006, Daikin Applied acquired McQuay International, and spent the next five years implementing processes and quality enhancements prior to adding Daikin to the McQuay name. Having a heritage of producing applied products for over 96 years, Daikin Applied continues to grow by leveraging the knowledge and resources which has made Daikin Industries the global air conditioning leader in the marketplace.

In 2015, Daikin Applied was awarded a five (5) year Region 4 ESC HVAC contract via RFP 15-05 for HVAC equipment, installation, services and related products (expires September 30, 2020). Through this contract, Daikin Applied has demonstrated its ability to successfully deliver the products and services requested in this RFP. Having achieved strong year-over-year growth, Daikin Applied has delivered over \$102M in contract sales from calendar years 2016 through 2019.

- B. Total number and location of sales persons employed by Supplier.

Location	# of Sales Employees
Plymouth, MN	21
Jersey City, NJ	42
Davie, FL	22
Marietta, GA	30
Hoover, AL	14
*Daikin Service (throughout N.A.)	450
<b>Total</b>	<b>579</b>

\* Daikin Applied has 80 factory and service alliance partner offices throughout North America which include over 450 sales and support staff. This number does NOT include Daikin Applied's representative sales network which has over 130 office locations throughout North America with over 2,650 sales and support staff. The # of Sales Employees are as of March 2020.

- C. Number and location of support centers (if applicable) and location of corporate office.

In most areas of the country, Daikin Applied brings their products to market through independent manufacturer's representatives. Our service solutions, including turnkey replacement projects, are brought to market through factory owned service offices and service alliance partners. Daikin Applied's representative network has over 130 office locations throughout North America with over 2,650 sales and support staff. Daikin Applied has 80 factory and service alliance partner offices throughout North America which include over 450 sales and support staff. Please see Tab 7 for complete Rep and Service rosters and associated coverage maps attached at the end of this document

- D. Annual sales for the three previous fiscal years.

Requirements for National Cooperative Contract

Daikin Applied's fiscal year end is March 31. Sales for FY2019 are not available at the time of this RFP submission. The three prior years are listed below:

2016: 1.025 Billion      2017: 1.2 Billion      2018: 1.4 Billion

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 41-0404230      D&B: 172719437

**E. Describe any green or environmental initiatives or policies.**

To align with the 2015 Paris Agreement, Daikin has formulated Environmental Vision 2050, with a target of reducing greenhouse gas emissions to net zero by 2050. Daikin Applied leads by producing premier products, systems and solutions while maintaining a strong commitment to the air we breathe, the earth and water that sustains us, and to our employees and the communities where we live and work.

Daikin Applied is focused on a sustainable future, the highest environmental standards, energy-efficiency leadership and exemplary corporate citizenship. Within the larger community we help solve the problem of climate change by using our technological strength to mitigate the further increase of greenhouse gas emissions. It is in Daikin Applied's DNA to strive for excellence and meet or surpass all environmental standards.

We rigorously measure and monitor our progress within the company to reduce waste and conserve resources. Daikin Applied employs this philosophy when managing their factories including the use of energy management systems, lighting retrofits and utilizing LEED standards. The Daikin Applied Development Center, which includes global research and development, is a LEED Gold Certified facility.

Our investments in innovation, technology, and sustainability earned Frost & Sullivan's 2019 Manufacturing Leadership Award. Our products save energy, reduce environmental impact, and help facilities earn points toward LEED® certification with EPD verification.

Daikin Applied was recognized by the U.S. Department of Energy's Better Buildings, Better Plants® Program. The achievement marks Daikin Applied's efforts to exceed the department's challenge to reduce energy intensity, achieving 35 percent improvement in energy intensity in five years.

**F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.**

Daikin Applied fully understands the importance of diversity programs with public agency spend. Whenever required, Daikin Applied will work directly with public agencies to determine the diversity spend required for each purchase. Once established, Daikin Applied will partner with agency approved local sub-contractors meeting the diversity requirements; the overall sub-contracted amount will be clearly stated indicating the percentage of diversity spend met for

Requirements for National Cooperative Contract

each procured project.

In addition, please see Daikin Applied's "Equal Employment Opportunity Policy Statement" in **Tab 7**.

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

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

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

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

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

Whenever required, Daikin Applied will work directly with public agencies to determine the diversity spend required for each purchase. Once established, Daikin Applied will partner with agency approved local sub-contractors meeting the diversity requirements; the overall sub-contracted amount will be clearly stated indicating the percentage of diversity spend met for each procured project.

I. Describe how supplier differentiates itself from its competitors.

We understand any manufacturer can make equipment that handles air. Our goal is to help customers breathe easier – not just with better air, but by delivering better outcomes for their people, who are their number one resource Daikin Applied invests to move the industry forward with innovative technologies, solutions, and a unique sales and service business model.

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

As Daikin Applied and its parent Daikin Industries are multi-billion-dollar entities, they are occasionally involved in litigation. There are no known legal matters

Requirements for National Cooperative Contract

that would adversely affect Daikin Applied's ability to perform under this Agreement. Daikin Applied has not been involved in a bankruptcy or reorganization.

K. Felony Conviction Notice: Indicate if the supplier

- a. ~~is a publicly held corporation and this reporting requirement is not applicable;~~
- b. is not owned or operated by anyone who has been convicted of a felony
- c. ~~is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.~~

L. Describe any debarment or suspension actions taken against supplier  
Not applicable

### 3.2 Distribution, Logistics

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

Daikin Applied will be offering its full line of manufactured products including air-cooled and water-cooled chillers, commercial and semi-custom air-handlers, water source heat pumps and geothermal units, applied and packaged rooftop systems, fan coil units, modular chiller plants, self-contained systems, intelligent solutions, unit ventilators, condensing units, VAV terminal units, VRV indoor and outdoor units, and coils.

For any products that Daikin Applied does not manufacture, our independent representative partners will often provide that equipment as part of our total solution. Our independent representatives offer multiple complimentary equipment lines. these products are listed by manufacturer in the equipment pricing document submitted in Tab 2.

Daikin Applied has submitted fifty (50) labor rate categories as part of their scope offering within this RFP response; see labor pricing document in Tab 2. These labor rate categories allow Daikin Applied to offer public members multiple labor solutions. Offered services include quoted repairs, time and material repairs, both preventative and comprehensive maintenance contracts, installation and turnkey contracting, start-up and commissioning services, warranty services, energy services, and other professional services.

Daikin Applied's thorough and complete equipment and labor offering allows us to be a "one stop shop" for a public agency's facility needs.

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

Daikin Applied goes to market in two ways: through independent manufacturer's representatives and through Daikin factory owned district service offices and independent service alliance partners. Daikin Applied's representative network

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has over 130 office locations throughout North America with over 2,650 sales and support staff. Daikin Applied manufacturer representatives offers both Daikin Applied and complimentary products as part of their offering to owners, engineers, and contractors.

Daikin Applied has eighty factory owned and service alliance partner locations throughout North America which include over 450 sales and support staff. These service offices offer a wide variety of service solutions including quoted repairs, maintenance contracts, and installation and turnkey contracting.

Daikin Applied also has eighty-two parts distributors and six Daikin Applied owned company parts stores for customer to access their aftermarket needs.

Through its expansive representative and service networks, Daikin Applied will offer all products and services in the scope of this RFP to all 50 U.S. states, including U.S. territories and outlying areas.

- C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Daikin Applied adheres to a strict compliance program with all its government cooperative contracts. This process is managed by Daikin Applied's Government National Accounts team which works directly with Daikin Applied's sales and service partners when a cooperative contract is utilized for procurement.

In the case with Daikin Applied's Region 4 ESC contract, Daikin Applied's government team reviews all project estimates to ensure the maximum awarded contract pricing has not been exceeded. Once compliance is verified, Daikin Applied's government team registers all projects with OMNIA Partners to obtain a Certified Proposal Number which is unique to each project. All properly approved Participating Agency proposals will be stamped with the OMNIA Partners Logo which contains a Certified Proposal Number and language that states the "Proposal is in accordance with Daikin Applied's Region 4 ESC contract available via OMNIA Partners".

An Agency can further verify and audit pricing by contacting either OMNIA Partners or Daikin Applied directly and request a Price Verification Document for a specified Certified Proposal Number. Daikin Applied will send the Agency the Price Verification Document illustrating how the project pricing was developed in accordance with the awarded pricing in the Master Agreement.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All orders will be process directly through Daikin Applied (Region 4 ESC contract holder) or Daikin Applied's independent representative. If an order is processed through a Daikin Applied independent representative, that representative partner is contractually required to adhere to Daikin Applied's Region 4 ESC Master Agreement's terms and conditions and follow the same compliance and certification requirements discussed in the answer for "C." (above). **See Tab 7**

for a complete list of Daikin Applied's independent representative partners.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Location	Size
Faribault, MN	250,000 FT <sup>2</sup>
Faribault North	300,000 FT <sup>2</sup>
Owatonna, MN	200,000 FT <sup>2</sup>
Staunton, VA	750,000 FT <sup>2</sup>
San Luis Potosi	450,000 FT <sup>2</sup>
Phoenix, AZ	150,000 FT <sup>2</sup>
Dayton, OH	150,000 FT <sup>2</sup>
<b>Total</b>	<b>2,100,000 FT<sup>2</sup></b>

The above locations represent Daikin Applied's locations. The Daikin family (AAF Flanders, Daikin North America, etc.) has multiple manufacturing and distribution locations throughout the North America and the world.

Daikin Applied goes to market in two ways: through independent manufacturer's reps and through Daikin factory owned district service offices and independent service alliance partners. Daikin Applied's representative network has over 130 office locations throughout North America with over 2,650 sales and support staff. Daikin Applied representatives offers both Daikin and complimentary products as part of their offering to owners, engineers, and contractors.

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

Within ten days of award notice, Daikin Applied will announce the award via multiple media sources (i.e. LinkedIn, Facebook, internal marketing news). Daikin Applied's national sales and service force, including its independent representatives and Service Alliance participants, will be made aware, through internal marketing news, of the award which would extend Daikin Applied's current 5-year contract with Region 4 ESC.

Daikin Applied is focused on training and educating its Daikin Applied and independent representative sales force. At its biennial National Sales meeting, Daikin holds training sessions for over ~1,000 sales attendees, including independent representative and service salespeople. All new service sales

employees must attend sales onboarding. Part of the sales onboarding curriculum is a training session specific to Daikin Applied's Region 4 ESC contract; see Tab 7 for a sample of the training PowerPoint.

Daikin Applied has also implemented a training strategy, with the input of OMNIA Partners, where key cooperative markets are identified to hold additional focused training for its sales teams. The training includes identifying 4-5 target public customer accounts per salespersons to grow contract sales. The training includes 30-60-90-180- and 360-day follow-up to measure progress. The OMNIA Partners regional managers are invited to attend the training to build relationships with Daikin Applied salespersons. An OMNIA Partners business plan will be created for each awarded year of the new contract; see Tab 7 for a sample of Daikin Applied's FY2020 OMNIA Partners Business Plan, which addresses training.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications

An OMNIA Partners business plan will be created for each awarded year of the new contract; see Tab 7 for a sample of Daikin Applied's FY2020 OMNIA Partners Business Plan, which addresses marketing. Marketing will include co-branded press releases via multiple social media platforms along with trade publications which OMNIA Partners assists Daikin Applied with advertisements.

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Daikin Applied will update its current dedicated cooperative website (<https://www.daikinapplied.com/coop-purchasing.php>) within DaikinApplied.com with newly awarded contract information within the first 90 days of award.

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Daikin Applied currently co-brands marketing materials with its Region 4 ESC contract available through OMNIA Partners and intends to continue to co-brand materials under this contract. As an example, co-branded materials include the following:

"OMNIA Partners is the largest and most experienced group purchasing organization. OMNIA Partners brings together industry-leading buying power and world-class vendors to offer an extensive portfolio of sourcing solutions and partnerships. OMNIA Partners members and suppliers execute more contracts, in more vertical, with transparent, value-driven pricing."



- iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Daikin Applied is committed to attend supplier-specific trade shows, conferences, and meetings as reasonably scheduled and within Daikin Applied's budget throughout the term of the Master Agreement

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

Daikin Applied is committed to attend, exhibit and participate at the NIGP Annual Forum in the area reserved by OMNIA Partners as well as participating in other reasonably requested events which are budgeted by Daikin Applied.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Daikin Applied agrees to this requirement as approved by both companies. Daikin Applied in collaboration with OMNIA Partners will advertise in national and regional trade publications to support national and regional activities, in addition to leveraging the rep network to disseminate messages.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Requirements for National Cooperative Contract

Daikin Applied agrees to this requirement. See Tab 7 for sample case studies and presentations.

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Daikin Applied agrees to the requirements listed above. Upon successful award, Daikin Applied will update its current OMNIA Partners, Public Sector internet web-based homepage on both Daikin Applied and OMNIA websites.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Daikin Applied will continue to promote the Master Agreement to its public customers as it does with its current Region 4 ESC contract. Daikin Applied's sales teams lead sales discussions with the value and benefits of cooperative purchasing. In many cases, customers issue a purchase addendum stating all purchases between Daikin Applied and the Public Agency must be based on Daikin Applied's Region 4 ESC contract.

Daikin Applied's current cooperative contracts are with the General Services Administration (GSA contracts) and BuyBoard. Daikin Applied's GSA contracts are utilized mostly with federal customers and its BuyBoard contract is specific to the state of Texas. Both contracts include only Daikin Applied products and labor, which is a minimal offering to public agencies. Daikin Applied presents its Region 4 ESC Master Agreement as the lead contract procurement vehicle; most often, GSA or BuyBoard is provided only if the customer expresses a specific preference for these programs.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

Daikin Applied agrees to provide its logo to OMNIA Partners. The Daikin logo must be used in accordance with Daikin Applied company guidelines and the specific use must be preapproved by Daikin Applied. Daikin Applied acknowledges that the use of OMNIA Partners, Public Sector logo requires

Requirements for National Cooperative Contract

OMNIA's permission for reproduction.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

Daikin confirms the requirements listed above upon successful award.

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

Daikin Applied holds multiple customer training sessions/events and one-on-one customer meetings where it stresses that their Region 4 ESC contract was competitively solicited and publicly awarded by a lead public agency.

- ii. Best government pricing

Daikin Applied offers the overall best value pricing to public agencies purchasing through OMNIA except for those customers purchasing through Daikin Applied's GSA scheduled contracts, which are mandated to be the best pricing

- iii. No cost to participate

Daikin Applied confirms to its public customer there is no cost to participate in purchases via its Region 4 ESC contract.

- iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

Daikin Applied puts, and will continue to put, strong focus on training and educating its Daikin and independent representative sales force. At its biennial National Sales meeting, Daikin Applied holds training sessions for over 1,000 sales attendees, including independent representative and service salespeople. All new service sales employees must attend sales onboarding. Part of the sales onboarding curriculum is a training session specific to Daikin Applied's Region 4 ESC contract; see Tab 7 for a sample of the training PowerPoint.

Daikin Applied has also implemented a training strategy, with the input of OMNIA Partners, where key cooperative markets are identified to hold additional focused training for its sales teams. The training includes identifying 4-5 target public customer accounts per salespersons to grow contract sales. The training includes 30-60-90-180- and 360-day follow-up to measure progress. The OMNIA Partners regional managers are invited to attend the training to build relationships with Daikin salespersons. An OMNIA Partners business plan will be created for each awarded year of the new contract; see Tab 7 for a sample of Daikin's FY2020 OMNIA Partners Business Plan, which addresses training.

All points listed below are discussed in detail at each training session.

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Requirements for National Cooperative Contract

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

	Name	Title	Email	Phone #
Executive Support	Keela Bakken	Director of National Accounts	<a href="mailto:keela.bakken@daikinapplied.com">keela.bakken@daikinapplied.com</a>	612-212-5500
Marketing	Julia Schroeder	Director of Communications	<a href="mailto:julia.schroeder@daikinapplied.com">julia.schroeder@daikinapplied.com</a>	612-708-9295
Sales	Duane Rothstein	Vertical Market Manager, Government	<a href="mailto:duane.rothstein@daikinapplied.com">duane.rothstein@daikinapplied.com</a>	952-261-9313
Sales Support	Andrew Casey	OMNIA Program Manager	<a href="mailto:andrew.casey@daikinapplied.com">andrew.casey@daikinapplied.com</a>	763-203-2670
Financial Reporting	Duane Rothstein	Vertical Market Manager, Government	<a href="mailto:duane.rothstein@daikinapplied.com">duane.rothstein@daikinapplied.com</a>	952-261-9313
Accounts Payable	Pat Middleton	Director of Finance	<a href="mailto:patrick.middleton@daikinapplied.com">patrick.middleton@daikinapplied.com</a>	
Contracts	Duane Rothstein	Vertical Market Manager, Government	<a href="mailto:duane.rothstein@daikinapplied.com">duane.rothstein@daikinapplied.com</a>	952-261-9313

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team. Daikin Applied has an executive and government team focused on growing Region 4 ESC contract sales. The key members of the team are as follows:

Name	Title	Team
Jeff Drees	Executive Vice President, Sales, Marketing, & Aftermarket	Executive
David Godsil	Divisional Vice President – North Division	Executive
James Moe	Divisional Vice President – West Division	Executive
John Moon	Divisional Vice President – East Division	Executive
Keela Bakken	Direction of National Accounts	Executive
Duane Rothstein	Vertical Market Manager – Government	Government
Robert Preston	Contracts Compliance Manager	Government
Andrew Casey	Government Program Manager	Government
Bryce Zaner	Government Program Manager	Government
Shey Bauer	Government Regional Account Manager (North)	Government
Betsy Beach	Government Regional Account Manager (Southeast)	Government
Robert Mitchell	Government Regional Account Manager (Northeast)	Government

Daikin Applied's Region 4 ESC contract is and continues to be a key business focus for Daikin Applied to significantly grow its revenue in the US market. All members of the sales team, executive and otherwise, feel that the Region 5 ESC is a pivotable strategy for Daikin Applied to meet their growth objectives and the majority of the team members have specific Region 4 goals built into their annual performance objectives.

The Divisional Vice Presidents are responsible for equipment, service, parts and aftermarket solutions in their respective division; see Tab 7 to review Daikin Applied's divisional-regional sales territories. Daikin Applied goes to market through independent manufacturers reps to offer equipment solutions, its own Daikin Applied owned service organization to offer service solutions, and parts distributors to offer aftermarket solutions to their customers; see Tab 7 for a complete Rep and Service roster showing the size of Daikin Applied's sales

force. These organizations report into the Divisional Vice Presidents as it pertains to sales and the field service operations. They uniformly believe that Daikin Applied's Region 4 ESC contract is a critical initiative in growing all three (equipment, service, and aftermarket) market segments.

Daikin Applied's Government National Accounts team is led by Duane Rothstein who has been with Daikin 18+ years; with 10+ years focused on government contracting. The government team follows a strict review process for all cooperative contracting solutions to ensure contract compliance throughout the procurement process. The team continues to market the Region 4 ESC contract, train the Daikin Applied sales teams, and educating public agencies on the values and benefits of cooperative contracting.

Within the past few years, Daikin Applied invested in dedicated regional account managers to focus on growing cooperative contract sales. This investment has paid dividends as seen by the contract growth shown in the graph within the next question. Daikin Applied remains committed to investing in its government team and its partnership with Region 4 ESC.

- I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

Daikin Applied holds strategy meetings with OMNIA Partners leadership and regional managers to identify key states and target markets to leverage, implement, and grow national cooperative contract sales within each of Daikin Applied's sales divisions. Once key states and targets have been identified by market segment, a vertical market toolkit will be developed. After development, training, and rollout, programs will be held to educate and train Daikin Applied's sales teams.

Daikin Applied has implemented a training strategy, with the input of OMNIA Partners, where key cooperative markets are identified to hold additional focused training for its sales teams. The training includes identifying 4-5 target public customer accounts per salespersons to grow contract sales. The training includes 30-60-90-180- and 360-day follow-up to measure progress. The OMNIA Partners regional managers are invited to attend the training to build relationships with Daikin Applied salespersons. An OMNIA Partners business plan will be created for each awarded year of the new contract; **see Tab 7** for a sample of Daikin Applied's FY2020 OMNIA Partners Business Plan, which addresses training.

Daikin Applied encourages its sales teams to bring their local OMNIA Partners regional manager into customer discussions to assist in procurement discussions. Daikin Applied notifies OMNIA Partners leadership when Daikin Applied encounters legislative issues which prevent the use of cooperative purchasing so OMNIA Partners can work to resolve these issues.

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Daikin Applied's government team follows a strict review process of all cooperative contracting solutions to ensure contract compliance throughout the procurement process. The team continues to market the Region 4 ESC

contract, train the Daikin Applied sales teams, and educating public agencies on the values and benefits of cooperative contracting.

The government team, which is part of Daikin Applied's National Accounts, has developed a National Accounts Guide which includes a specific section on Cooperative Contracting which clearly states the compliance requirements of Daikin Applied's Region 4 ESC Master Agreement.

The government team also intends to meet quarterly with Daikin Applied and OMNIA's marketing teams to coordinate marketing efforts which will target specific public agency and contract offerings throughout the year.

The government team also has a contract compliance manager who oversees all contract modifications working directly with OMNIA Partners. Daikin Applied has continually updated its contract with Region 4 ESC and has not had any contract violations with the initial 2015 award.

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Daikin Applied estimates their public agency (state, local, and federal) sales for calendar year 2019 is \$434M

Daikin Applied Service's top 10 Public Agency customers are as follows:

Customer	Service Billing
COLUMBUS CITY SCHOOL DISTRICT	\$10.2M
CINCINNATI CITY SCHOOL DISTRICT	\$6.3M
RICHMOND CITY PUBLIC SCHOOLS	\$5.0M
FREDERICK COUNTY PUBLIC SCHOOLS	\$4.6M
SCHOOL DISTRICT OF PALM BEACH COUNTY FLORIDA	\$2.9M
CORESITE REAL ESTATE 900 N ALAMEDA	\$2.8M
MONTGOMERY COUNTY SCHOOLS	\$2.2M
SUMMIT DESIGN + BUILD LLC	\$2.1M
BROWARD COUNTY COMMISSIONERS BOARD	\$1.5M
SOUTH DAKOTA BOARD OF REGENTS	\$1.4M

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Salespeople use Daikin Sales Tools (an internally developed program) to quote and provide technical information for equipment sales. Similarly, our sales organization uses Apttus, which is linked to Salesforce, for quoting service work. Orders for equipment are entered into our enterprise system, Oracle, which handles invoicing at the time of shipment. Similarly, orders are entered in ASTEA, Daikin's service management software, where the execution of the job is managed. At the time of billing, the information is transitioned from ASTEA to Oracle for billing.

Daikin Applied uses multiple information systems (i.e. Oracle, ASTEA and Salesforce.com) to manage its orders. Daikin Applied's government team has implemented specific requirements to track and report all Region 4 ESC contract

Requirements for National Cooperative Contract

sales. All contract sales must have a Certified Proposal Number assigned which is entered into Salesforce.com and tracked throughout the entire process (i.e. proposal stage, sales stage, invoicing, payment, contract sales reporting, etc.).

All software programs are robust, long standing and, where outside software, well known and reliable. All of Daikin Applied's systems are fully integrated with very high uptime.

~~L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee project each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). :~~

~~\$\_\_\_\_\_00 in year one  
\$\_\_\_\_\_00 in year two  
\$\_\_\_\_\_00 in year three~~

~~To the extent Supplier guarantees projects minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.~~

Supplier projects, but does not guarantee, OMNIA contract sales in the first three years of the contract to be:

\$55M in year one (CY2021)  
\$60M in year two (CY2022)  
\$65M in year three (CY2023)

The Administrative Fee shall be calculated as set forth in the Public Sector Administration Agreement, Section 11, per Daikin Applied's requested revisions below.

Explanation: Dodge expects a contraction in non-residential construction permits 2020 – 2022, and although Daikin Applied does not guarantee sales goals, we are optimistic that we can achieve these projected revenue targets.

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

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the Requirements for National Cooperative Contract

unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).

- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

Daikin Applied will offer a Public Agency pricing at or lower than the Master Agreement pricing. As stated earlier in this questionnaire, all proposed solutions based on Daikin Applied's Region 4 ESC contract must go through a compliance and certification process to obtain a Certified Proposal Number. All awarded projects with a Certified Proposal Number will be reported to OMNIA Partners as a Contract Sales. If a Public Agency requests higher than Master Agreement pricing, Daikin Applied will work with the Public Agency to understand why this direction is appropriate. If the Agency directs us to proceed, the proposal will NOT include a Certified Proposal Number and will NOT be reported to OMNIA Partners as a Contract Sale to ensure program compliance.

**EXHIBIT B**  
**ADMINISTRATION AGREEMENT, EXAMPLE**

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**ADMINISTRATION AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

**DEFINITIONS**

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

## **TERMS AND CONDITIONS**

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

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

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

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

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

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

## **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

## **NATIONAL PROMOTION**

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

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

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

12. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this

Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

## **GENERAL PROVISIONS**

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

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

17. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier

may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

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

A. OMNIA Partners, Public Sector:

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

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**[INSERT SUPPLIER ENTITY NAME]**

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

Signature
Name
Title
Date

Signature
Sarah Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

**EXHIBIT C**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,**  
**EXAMPLE**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

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

but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

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

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

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

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

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

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

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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

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

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY, A  
DELAWARE CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR AND/OR  
COMMUNITIES PROGRAM MANAGEMENT,  
LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY D/B/A U.S. COMMUNITIES**

\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title and Agency Name  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**EXHIBIT D**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

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

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

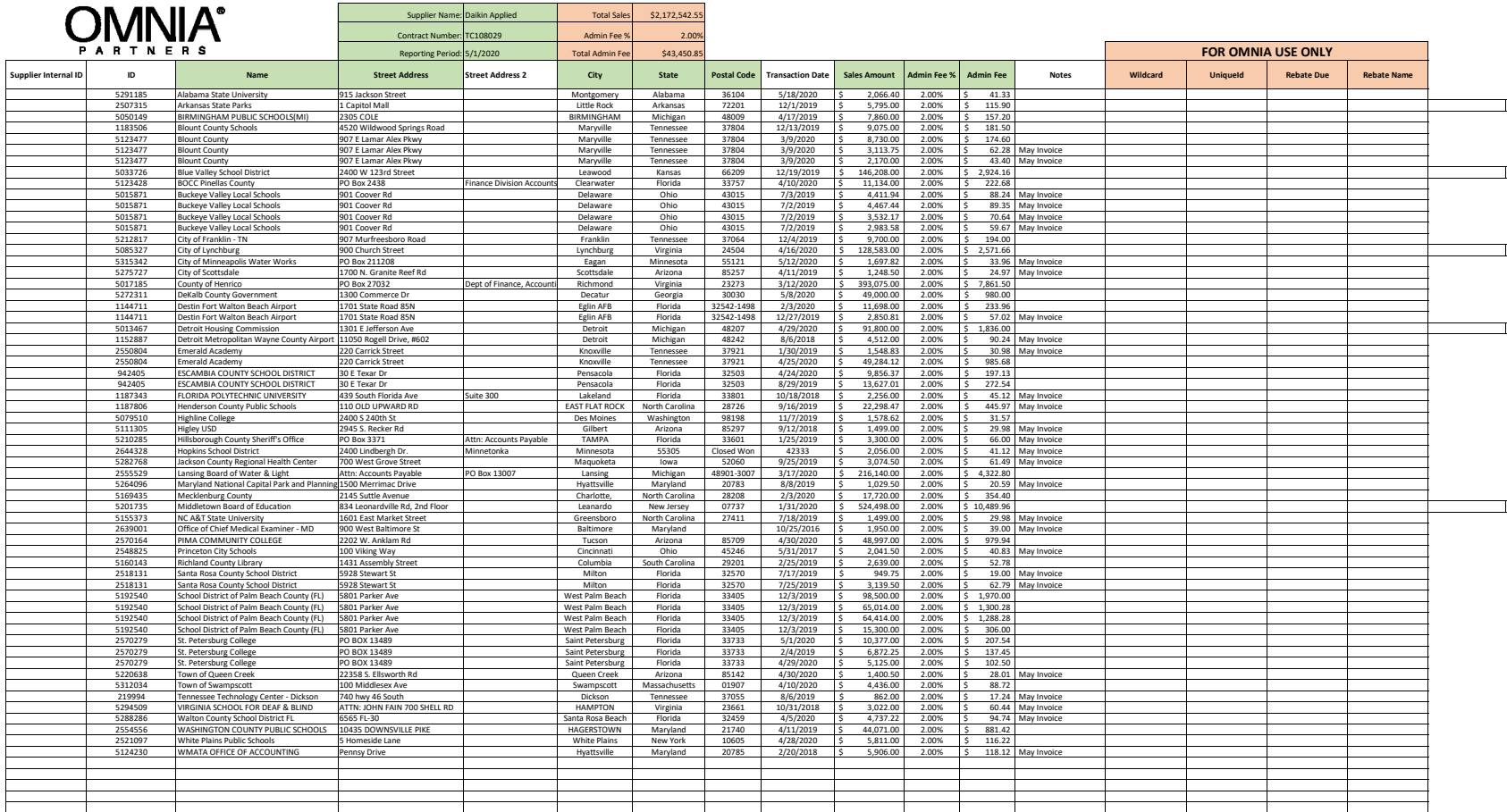
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[illegible]



**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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

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**TO WHOM IT MAY CONCERN:**

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

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**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause

provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

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

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

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

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

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

Requirements for National Cooperative Contract

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

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

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

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

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

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

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763 553 3550

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized

Representative: Michael Schwartz, Chief Executive Officer

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative: MBS Schwartz

Date: April 6, 2020



## **FEMA SPECIAL CONDITIONS**

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

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

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

### **Conflicts of Interest**

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

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

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

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

### **Affirmative Steps**

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

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Bid Guarantee**

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

**Prevailing Wage Requirements**

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

**Federal Requirements**

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

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

9. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

10. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

## 12. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

### “Compliance with the Copeland “Anti-Kickback” Act.

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

13. Contract Work Hours and Safety Standards Act.

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

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

14. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

15. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

- (4) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

16. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

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

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

17.Byrd Anti-Lobbying Amendment.

- c. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- e. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- f. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Contractor, Daikin Applied Americas Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**

  
Signature of Contractor's Authorized Official

Micheal Schwartz, Chief Executive Officer  
Name and Title of Contractor's Authorized Official

April 6, 2020  
Date



18. Procurement of Recovered Materials.

- g. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- h. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- i. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- j. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

19. Additional FEMA Requirements.

- k. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

Requirements for National Cooperative Contract  
Page 89 of 122

l. Changes.

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

m. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

n. The following provides a contract clause regarding access to records:

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

(4) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(6) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

20.DHS Seal, Logo, and Flags.

o. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

p. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

21.Compliance with Federal Law, Regulations, and Executive Orders.

q. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the

contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- r. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

22. No Obligation by Federal Government.

- s. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- t. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

23. Program Fraud and False or Fraudulent Statements or Related Acts.

- u. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- v. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763.553.3550 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Michael Schwartz

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative:  Date: April 6, 2020

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

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

**Company Name:** Daikin Applied Americas Inc.

**Street:** 13600 Industrial Park Boulevard

**City, State, Zip Code:** Minneapolis, Minnesota 55441

**Complete as appropriate:**

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

**OR:**

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

**OR:**

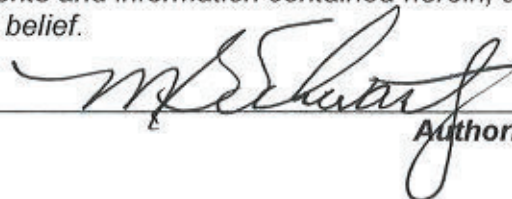
I Michael Schwartz, an authorized representative of Daikin Applied Americas Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of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

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

Name	Address	Interest
Daikin Holdings America Inc.	Via Piani di Santa Maria,72-00040 Ariccia,Roma(Italy)	100%

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

April 6, 2020  
**Date**



Chief Executive Officer  
**Authorized Signature and Title**



**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)****Company Name:** Daikin Applied Americas Inc.**Street:** 13600 Industrial Park Boulevard**City, State, Zip Code:** Minneapolis, Minnesota 55441**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

April 6, 2020

**Date**



Chief Executive Officer

**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent



## STOCKHOLDER DISCLOSURE CERTIFICATION

## Name of Business:

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

OR

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

## Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

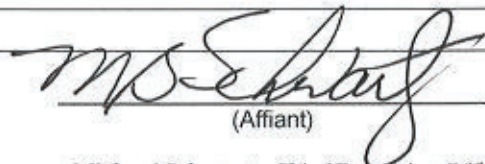
## Stockholders:

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

Subscribed and sworn before me this 6th day of  
April, 2020

(Notary Public)

My Commission expires:

  
(Affiant)

Micheal Schwartz, Chief Executive Officer  
(Print name & title of affiant)

(Corporate Seal)



**Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: Daikin Applied Americas Inc.

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael Schwartz

Signature: \_\_\_\_\_

Title: Chief Executive Officer

Date: April 6, 2020

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

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

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

see certificate on following page

Certification 3709

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2019** to **15-FEB-2022**

DAIKIN APPLIED AMERICAS INC.  
13600 INDUSTRIAL PARK BLVD.  
PLYMOUTH MN 55441



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio", is written over the printed name.

ELIZABETH MAHER MUOIO  
State Treasurer

## EXHIBIT H

### ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

#### **CITIES, TOWNS, VILLAGES AND BOROUGHS**

##### **INCLUDING BUT NOT LIMITED TO:**

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

CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR

CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA  
 CITY OF TIGARD, OR  
 CITY OF TROUTDALE, OR  
 CITY OF TUALATIN, OR  
 CITY OF WALKER, LA  
 CITY OF WARRENTON, OR  
 CITY OF WEST LINN, OR  
 CITY OF WILSONVILLE, OR  
 CITY OF WINSTON, OR  
 CITY OF WOODBURN, OR  
 LEAGUE OF OREGON CITIES  
 THE CITY OF HAPPY VALLEY OREGON  
 ALPINE, UT  
 ALTA, UT  
 ALTAMONT, UT  
 ALTON, UT  
 AMALGA, UT  
 AMERICAN FORK CITY, UT  
 ANNABELLA, UT  
 ANTIMONY, UT  
 APPLE VALLEY, UT  
 AURORA, UT  
 BALLARD, UT  
 BEAR RIVER CITY, UT  
 BEAVER, UT  
 BICKNELL, UT  
 BIG WATER, UT  
 BLANDING, UT  
 BLUFFDALE, UT  
 BOULDER, UT  
 CITY OF BOUNTIFUL, UT  
 BRIAN HEAD, UT  
 BRIGHAM CITY CORPORATION, UT  
 BRYCE CANYON CITY, UT  
 CANNONVILLE, UT  
 CASTLE DALE, UT  
 CASTLE VALLEY, UT  
 CITY OF CEDAR CITY, UT  
 CEDAR FORT, UT  
 CITY OF CEDAR HILLS, UT  
 CENTERFIELD, UT  
 CENTERVILLE CITY CORPORATION, UT  
 CENTRAL VALLEY, UT  
 CHARLESTON, UT  
 CIRCLEVILLE, UT  
 CLARKSTON, UT

CLAWSON, UT  
 CLEARFIELD, UT  
 CLEVELAND, UT  
 CLINTON CITY CORPORATION, UT  
 COALVILLE, UT  
 CORINNE, UT  
 CORNISH, UT  
 COTTONWOOD HEIGHTS, UT  
 DANIEL, UT  
 DELTA, UT  
 DEWEYVILLE, UT  
 DRAPER CITY, UT  
 DUCHESNE, UT  
 EAGLE MOUNTAIN, UT  
 EAST CARBON, UT  
 ELK RIDGE, UT  
 ELMO, UT  
 ELSINORE, UT  
 ELWOOD, UT  
 EMERY, UT  
 ENOCH, UT  
 ENTERPRISE, UT  
 EPHRAIM, UT  
 ESCALANTE, UT  
 EUREKA, UT  
 FAIRFIELD, UT  
 FAIRVIEW, UT  
 FARMINGTON, UT  
 FARR WEST, UT  
 FAYETTE, UT  
 FERRON, UT  
 FIELDING, UT  
 FILLMORE, UT  
 FOUNTAIN GREEN, UT  
 FRANCIS, UT  
 FRUIT HEIGHTS, UT  
 GARDEN CITY, UT  
 GARLAND, UT  
 GENOLA, UT  
 GLENDALE, UT  
 GLENWOOD, UT  
 GOSHEN, UT  
 GRANTSVILLE, UT  
 GREEN RIVER, UT  
 GUNNISON, UT  
 HANKSVILLE, UT  
 HARRISVILLE, UT  
 HATCH, UT  
 HEBER CITY CORPORATION, UT  
 HELPER, UT  
 HENEFER, UT  
 HENRIEVILLE, UT  
 HERRIMAN, UT  
 HIDEOUT, UT  
 HIGHLAND, UT  
 HILDALE, UT  
 HINCKLEY, UT  
 HOLDEN, UT  
 HOLLADAY, UT  
 HONEYVILLE, UT  
 HOOPER, UT  
 HOWELL, UT  
 HUNTINGTON, UT  
 HUNTSVILLE, UT  
 CITY OF HURRICANE, UT

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

PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT

WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF  
TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR

MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR  
 AGNESS-ILLAHE R.F.P.D., OR  
 AGRICULTURE EDUCATION SERVICE  
 EXTENSION DISTRICT, OR  
 ALDER CREEK-BARLOW WATER DISTRICT NO.  
 29, OR  
 ALFALFA FIRE DISTRICT, OR  
 ALSEA R.F.P.D., OR  
 ALSEA RIVIERA WATER IMPROVEMENT  
 DISTRICT, OR  
 AMITY FIRE DISTRICT, OR  
 ANTELOPE MEADOWS SPECIAL ROAD  
 DISTRICT, OR  
 APPLE ROGUE DISTRICT IMPROVEMENT  
 COMPANY, OR  
 APPLGATE VALLEY R.F.P.D. #9, OR  
 ARCH CAPE DOMESTIC WATER SUPPLY  
 DISTRICT, OR  
 ARCH CAPE SANITARY DISTRICT, OR  
 ARNOLD IRRIGATION DISTRICT, OR  
 ASH CREEK WATER CONTROL DISTRICT, OR  
 ATHENA CEMETERY MAINTENANCE DISTRICT,  
 OR  
 AUMSVILLE R.F.P.D., OR  
 AURORA R.F.P.D., OR  
 AZALEA R.F.P.D., OR  
 BADGER IMPROVEMENT DISTRICT, OR  
 BAILEY-SPENCER R.F.P.D., OR  
 BAKER COUNTY LIBRARY DISTRICT, OR  
 BAKER R.F.P.D., OR  
 BAKER RIVERTON ROAD DISTRICT, OR  
 BAKER VALLEY IRRIGATION DISTRICT, OR  
 BAKER VALLEY S.W.C.D., OR  
 BAKER VALLEY VECTOR CONTROL DISTRICT,  
 OR  
 BANDON CRANBERRY WATER CONTROL  
 DISTRICT, OR  
 BANDON R.F.P.D., OR  
 BANKS FIRE DISTRICT, OR  
 BANKS FIRE DISTRICT #13, OR  
 BAR L RANCH ROAD DISTRICT, OR  
 BARLOW WATER IMPROVEMENT DISTRICT, OR  
 BASIN AMBULANCE SERVICE DISTRICT, OR  
 BASIN TRANSIT SERVICE TRANSPORTATION  
 DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BAY AREA HEALTH DISTRICT, OR  
 BAYSHORE SPECIAL ROAD DISTRICT, OR  
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
 BEAVER CREEK WATER CONTROL DISTRICT,  
 OR  
 BEAVER DRAINAGE IMPROVEMENT COMPANY,  
 INC., OR  
 BEAVER SLOUGH DRAINAGE DISTRICT, OR  
 BEAVER SPECIAL ROAD DISTRICT, OR  
 BEAVER WATER DISTRICT, OR  
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
 DISTRICT, OR  
 BEND METRO PARK AND RECREATION  
 DISTRICT  
 BENTON S.W.C.D., OR  
 BERNDT SUBDIVISION WATER IMPROVEMENT  
 DISTRICT, OR  
 BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION  
 DISTRICT 6, LA  
 BIG BEND IRRIGATION DISTRICT, OR  
 BIGGS SERVICE DISTRICT, OR  
 BLACK BUTTE RANCH DEPARTMENT OF  
 POLICE SERVICES, OR  
 BLACK BUTTE RANCH R.F.P.D., OR  
 BLACK MOUNTAIN WATER DISTRICT, OR  
 BLODGETT-SUMMIT R.F.P.D., OR  
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
 BLUE RIVER PARK & RECREATION DISTRICT,  
 OR  
 BLUE RIVER WATER DISTRICT, OR  
 BLY R.F.P.D., OR  
 BLY VECTOR CONTROL DISTRICT, OR  
 BLY WATER AND SANITARY DISTRICT, OR  
 BOARDMAN CEMETERY MAINTENANCE  
 DISTRICT, OR  
 BOARDMAN PARK AND RECREATION DISTRICT  
 BOARDMAN R.F.P.D., OR  
 BONANZA BIG SPRINGS PARK & RECREATION  
 DISTRICT, OR  
 BONANZA MEMORIAL PARK CEMETERY  
 DISTRICT, OR  
 BONANZA R.F.P.D., OR  
 BONANZA-LANGELL VALLEY VECTOR  
 CONTROL DISTRICT, OR  
 BORING WATER DISTRICT #24, OR  
 BOULDER CREEK RETREAT SPECIAL ROAD  
 DISTRICT, OR  
 BRIDGE R.F.P.D., OR  
 BROOKS COMMUNITY SERVICE DISTRICT, OR  
 BROWNSVILLE R.F.P.D., OR  
 BUELL-RED PRAIRIE WATER DISTRICT, OR  
 BUNKER HILL R.F.P.D. #1, OR  
 BUNKER HILL SANITARY DISTRICT, OR  
 BURLINGTON WATER DISTRICT, OR  
 BURNT RIVER IRRIGATION DISTRICT, OR  
 BURNT RIVER S.W.C.D., OR  
 CALAPOOIA R.F.P.D., OR  
 CAMAS VALLEY R.F.P.D., OR  
 CAMELLIA PARK SANITARY DISTRICT, OR  
 CAMMANN ROAD DISTRICT, OR  
 CAMP SHERMAN ROAD DISTRICT, OR  
 CANBY AREA TRANSIT, OR  
 CANBY R.F.P.D. #62, OR  
 CANBY UTILITY BOARD, OR  
 CANNON BEACH R.F.P.D., OR  
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT,  
 OR  
 CAPE FERRELO R.F.P.D., OR  
 CAPE FOULWEATHER SANITARY DISTRICT, OR  
 CARLSON PRIMROSE SPECIAL ROAD  
 DISTRICT, OR  
 CARMEL BEACH WATER DISTRICT, OR  
 CASCADE VIEW ESTATES TRACT 2, OR  
 CEDAR CREST SPECIAL ROAD DISTRICT, OR  
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
 CENTRAL CASCADES FIRE AND EMS, OR  
 CENTRAL CITY ECONOMIC OPPORTUNITY  
 CORP, LA  
 CENTRAL LINCOLN P.U.D., OR

CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR

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

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

FERN VALLEY ESTATES IMPROVEMENT  
 DISTRICT, OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR  
 FOUR RIVERS VECTOR CONTROL DISTRICT,  
 OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR  
 GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT,  
 OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT,  
 OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT,  
 OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR  
 GREATER ST. HELENS PARK & RECREATION  
 DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION  
 DISTRICT, OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT,  
 OR  
 HAINES FIRE PROTECTION DISTRICT, OR  
 HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT,  
 OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBO JOINT WATER-SANITARY AUTHORITY,  
 OR

HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4,  
 OR  
 HELIX PARK & RECREATION DISTRICT, OR  
 HELIX R.F.P.D. #7-411, OR  
 HEPPNER CEMETERY MAINTENANCE  
 DISTRICT, OR  
 HEPPNER R.F.P.D., OR  
 HEPPNER WATER CONTROL DISTRICT, OR  
 HEREFORD COMMUNITY HALL RECREATION  
 DISTRICT, OR  
 HERMISTON CEMETERY DISTRICT, OR  
 HERMISTON IRRIGATION DISTRICT, OR  
 HIDDEN VALLEY MOBILE ESTATES  
 IMPROVEMENT DISTRICT, OR  
 HIGH DESERT PARK & RECREATION DISTRICT,  
 OR  
 HIGHLAND SUBDIVISION WATER DISTRICT, OR  
 HONOLULU INTERNATIONAL AIRPORT  
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
 HOOD RIVER COUNTY TRANSPORTATION  
 DISTRICT, OR  
 HOOD RIVER S.W.C.D., OR  
 HOOD RIVER VALLEY PARKS & RECREATION  
 DISTRICT, OR  
 HOODLAND FIRE DISTRICT #74  
 HOODLAND FIRE DISTRICT #74, OR  
 HORSEFLY IRRIGATION DISTRICT, OR  
 HOSKINS-KINGS VALLEY R.F.P.D., OR  
 HOUSING AUTHORITY OF PORTLAND  
 HUBBARD R.F.P.D., OR  
 HUDSON BAY DISTRICT IMPROVEMENT  
 COMPANY, OR  
 I N (KAY) YOUNG DITCH DISTRICT  
 IMPROVEMENT COMPANY, OR  
 ICE FOUNTAIN WATER DISTRICT, OR  
 IDAHO POINT SPECIAL ROAD DISTRICT, OR  
 IDANHA-DETROIT RURAL FIRE PROTECTION  
 DISTRICT, OR  
 ILLINOIS VALLEY FIRE DISTRICT  
 ILLINOIS VALLEY R.F.P.D., OR  
 ILLINOIS VALLEY S.W.C.D., OR  
 IMBLER R.F.P.D., OR  
 INTERLACHEN WATER P.U.D., OR  
 IONE LIBRARY DISTRICT, OR  
 IONE R.F.P.D. #6-604, OR  
 IRONSIDE CEMETERY MAINTENANCE  
 DISTRICT, OR  
 IRONSIDE RURAL ROAD DISTRICT #5, OR  
 IRRIGON PARK & RECREATION DISTRICT, OR  
 IRRIGON R.F.P.D., OR  
 ISLAND CITY AREA SANITATION DISTRICT, OR  
 ISLAND CITY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT,  
 OR  
 JACKSON COUNTY FIRE DISTRICT #3, OR  
 JACKSON COUNTY FIRE DISTRICT #4, OR  
 JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL  
 DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR

JEFFERSON COUNTY EMERGENCY MEDICAL  
 SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT,  
 OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS &  
 RECREATION DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT,  
 OR  
 JOSEPHINE COUNTY 4-H & EXTENSION  
 SERVICE DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT,  
 OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT,  
 OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT  
 COMPANY, OR  
 JUNIPER FLAT R.F.P.D., OR  
 JUNO NONPROFIT WATER IMPROVEMENT  
 DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR  
 KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT,  
 OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE  
 DISTRICT, OR  
 KLAMATH COUNTY EXTENSION SERVICE  
 DISTRICT, OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE  
 DISTRICT, OR  
 KLAMATH COUNTY PREDATORY ANIMAL  
 CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL  
 ROAD DISTRICT UNIT #2, OR  
 KLAMATH INTEROPERABILITY RADIO GROUP,  
 OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD  
 DISTRICT, OR

KLAMATH S.W.C.D., OR  
 KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR

LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR  
 LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR  
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR  
 MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR  
 MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR  
 MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR  
 MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
 MONUMENT S.W.C.D., OR  
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKI CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR  
 NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
 NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR

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

OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR  
 OTTER ROCK WATER DISTRICT, OR  
 OWW UNIT #2 SANITARY DISTRICT, OR  
 OWYHEE CEMETERY MAINTENANCE DISTRICT,  
 OR  
 OWYHEE IRRIGATION DISTRICT, OR  
 PACIFIC CITY JOINT WATER-SANITARY  
 AUTHORITY, OR  
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT,  
 OR  
 PALATINE HILL WATER DISTRICT, OR  
 PALMER CREEK WATER DISTRICT  
 IMPROVEMENT COMPANY, OR  
 PANORAMIC ACCESS SPECIAL ROAD  
 DISTRICT, OR  
 PANTHER CREEK ROAD DISTRICT, OR  
 PANTHER CREEK WATER DISTRICT, OR  
 PARKDALE R.F.P.D., OR  
 PARKDALE SANITARY DISTRICT, OR  
 PENINSULA DRAINAGE DISTRICT #1, OR  
 PENINSULA DRAINAGE DISTRICT #2, OR  
 PHILOMATH FIRE AND RESCUE, OR  
 PILOT ROCK CEMETERY MAINTENANCE  
 DISTRICT #5, OR  
 PILOT ROCK PARK & RECREATION DISTRICT,  
 OR  
 PILOT ROCK R.F.P.D., OR  
 PINE EAGLE HEALTH DISTRICT, OR  
 PINE FLAT DISTRICT IMPROVEMENT  
 COMPANY, OR  
 PINE GROVE IRRIGATION DISTRICT, OR  
 PINE GROVE WATER DISTRICT-KLAMATH  
 FALLS, OR  
 PINE GROVE WATER DISTRICT-MAUPIN, OR  
 PINE VALLEY CEMETERY DISTRICT, OR  
 PINE VALLEY R.F.P.D., OR  
 PINWOOD COUNTRY ESTATES SPECIAL  
 ROAD DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 PISTOL RIVER CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PISTOL RIVER FIRE DISTRICT, OR  
 PLEASANT HILL R.F.P.D., OR  
 PLEASANT HOME WATER DISTRICT, OR  
 POCAHONTAS MINING AND IRRIGATION  
 DISTRICT, OR  
 POE VALLEY IMPROVEMENT DISTRICT, OR  
 POE VALLEY PARK & RECREATION DISTRICT,  
 OR  
 POE VALLEY VECTOR CONTROL DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT  
 DISTRICT, OR  
 PONDEROSA PINES EAST SPECIAL ROAD  
 DISTRICT, OR  
 PORT OF ALSEA, OR  
 PORT OF ARLINGTON, OR  
 PORT OF ASTORIA, OR  
 PORT OF BANDON, OR  
 PORT OF BRANDON, OR  
 PORT OF BROOKINGS HARBOR, OR

PORT OF CASCADE LOCKS, OR  
 PORT OF COQUILLE RIVER, OR  
 PORT OF GARIBALDI, OR  
 PORT OF GOLD BEACH, OR  
 PORT OF HOOD RIVER, OR  
 PORT OF MORGAN CITY, LA  
 PORT OF MORROW, OR  
 PORT OF NEHALEM, OR  
 PORT OF NEWPORT, OR  
 PORT OF PORT ORFORD, OR  
 PORT OF PORTLAND, OR  
 PORT OF SIUSLAW, OR  
 PORT OF ST. HELENS, OR  
 PORT OF THE DALLES, OR  
 PORT OF TILLAMOOK BAY, OR  
 PORT OF TOLEDO, OR  
 PORT OF UMATILLA, OR  
 PORT OF UMPQUA, OR  
 PORT ORFORD CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
 PORT ORFORD R.F.P.D., OR  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 POWDER R.F.P.D., OR  
 POWDER RIVER R.F.P.D., OR  
 POWDER VALLEY WATER CONTROL DISTRICT,  
 OR  
 POWERS HEALTH DISTRICT, OR  
 PRAIRIE CEMETERY MAINTENANCE DISTRICT,  
 OR  
 PRINEVILLE LAKE ACRES SPECIAL ROAD  
 DISTRICT #1, OR  
 PROSPECT R.F.P.D., OR  
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT,  
 OR  
 QUEENER IRRIGATION IMPROVEMENT  
 DISTRICT, OR  
 RAINBOW WATER DISTRICT, OR  
 RAINIER CEMETERY DISTRICT, OR  
 RAINIER DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 RALEIGH WATER DISTRICT, OR  
 REDMOND AREA PARK & RECREATION  
 DISTRICT, OR  
 REDMOND FIRE AND RESCUE, OR  
 RIDDLE FIRE PROTECTION DISTRICT, OR  
 RIDGEWOOD DISTRICT IMPROVEMENT  
 COMPANY, OR  
 RIDGEWOOD ROAD DISTRICT, OR  
 RIETH SANITARY DISTRICT, OR  
 RIETH WATER DISTRICT, OR  
 RIMROCK WEST IMPROVEMENT DISTRICT, OR  
 RINK CREEK WATER DISTRICT, OR  
 RIVER BEND ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 RIVER FOREST ACRES SPECIAL ROAD  
 DISTRICT, OR  
 RIVER MEADOWS IMPROVEMENT DISTRICT,  
 OR  
 RIVER PINES ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR  
 RIVERBEND RIVERBANK WATER  
 IMPROVEMENT DISTRICT, OR  
 RIVERDALE R.F.P.D. 11-JT, OR  
 RIVERGROVE WATER DISTRICT, OR  
 RIVERSIDE MISSION WATER CONTROL  
 DISTRICT, OR  
 RIVERSIDE R.F.P.D. #7-406, OR  
 RIVERSIDE WATER DISTRICT, OR  
 ROBERTS CREEK WATER DISTRICT, OR  
 ROCK CREEK DISTRICT IMPROVEMENT, OR  
 ROCK CREEK WATER DISTRICT, OR  
 ROCKWOOD WATER P.U.D., OR  
 ROCKY POINT FIRE & EMS, OR  
 ROGUE RIVER R.F.P.D., OR  
 ROGUE RIVER VALLEY IRRIGATION DISTRICT,  
 OR  
 ROGUE VALLEY SEWER SERVICES, OR  
 ROGUE VALLEY SEWER, OR  
 ROGUE VALLEY TRANSPORTATION DISTRICT,  
 OR  
 ROSEBURG URBAN SANITARY AUTHORITY, OR  
 ROSEWOOD ESTATES ROAD DISTRICT, OR  
 ROW RIVER VALLEY WATER DISTRICT, OR  
 RURAL ROAD ASSESSMENT DISTRICT #3, OR  
 RURAL ROAD ASSESSMENT DISTRICT #4, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM AREA MASS TRANSIT DISTRICT, OR  
 SALEM MASS TRANSIT DISTRICT  
 SALEM SUBURBAN R.F.P.D., OR  
 SALISHAN SANITARY DISTRICT, OR  
 SALMON RIVER PARK SPECIAL ROAD  
 DISTRICT, OR  
 SALMON RIVER PARK WATER IMPROVEMENT  
 DISTRICT, OR  
 SALMONBERRY TRAIL INTERGOVERNMENTAL  
 AGENCY, OR  
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT,  
 OR  
 SANDY DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 SANDY R.F.P.D. #72, OR  
 SANTA CLARA R.F.P.D., OR  
 SANTA CLARA WATER DISTRICT, OR  
 SANTIAM WATER CONTROL DISTRICT, OR  
 SAUVIE ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT  
 #30J, OR  
 SCAPPOOSE DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
 SCAPPOOSE R.F.P.D., OR  
 SCIO R.F.P.D., OR  
 SCOTTSBURG R.F.P.D., OR  
 SEAL ROCK R.F.P.D., OR  
 SEAL ROCK WATER DISTRICT, OR  
 SEWERAGE AND WATER BOARD OF NEW  
 ORLEANS, LA  
 SHANGRI-LA WATER DISTRICT, OR  
 SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER  
 DISTRICT, OR  
 SHERIDAN FIRE DISTRICT, OR  
 SHERMAN COUNTY HEALTH DISTRICT, OR  
 SHERMAN COUNTY S.W.C.D., OR  
 SHORELINE SANITARY DISTRICT, OR  
 SILETZ KEYS SANITARY DISTRICT, OR  
 SILETZ R.F.P.D., OR  
 SILVER FALLS LIBRARY DISTRICT, OR  
 SILVER LAKE IRRIGATION DISTRICT, OR  
 SILVER LAKE R.F.P.D., OR  
 SILVER SANDS SPECIAL ROAD DISTRICT, OR  
 SILVERTON R.F.P.D. NO. 2, OR  
 SISTERS PARKS & RECREATION DISTRICT, OR  
 SISTERS-CAMP SHERMAN R.F.P.D., OR  
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
 SIUSLAW S.W.C.D., OR  
 SIUSLAW VALLEY FIRE AND RESCUE, OR  
 SIXES R.F.P.D., OR  
 SKIPANON WATER CONTROL DISTRICT, OR  
 SKYLINE VIEW DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SLEEPY HOLLOW WATER DISTRICT, OR  
 SMITH DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SOUTH CLACKAMAS TRANSPORTATION  
 DISTRICT, OR  
 SOUTH COUNTY HEALTH DISTRICT, OR  
 SOUTH FORK WATER BOARD, OR  
 SOUTH GILLIAM COUNTY CEMETERY  
 DISTRICT, OR  
 SOUTH GILLIAM COUNTY HEALTH DISTRICT,  
 OR  
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 SOUTH LANE COUNTY FIRE & RESCUE, OR  
 SOUTH SANTIAM RIVER WATER CONTROL  
 DISTRICT, OR  
 SOUTH SHERMAN FIRE DISTRICT, OR  
 SOUTH SUBURBAN SANITARY DISTRICT, OR  
 SOUTH WASCO PARK & RECREATION  
 DISTRICT, OR  
 SOUTHERN COOS HEALTH DISTRICT, OR  
 SOUTHERN CURRY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SOUTHVIEW IMPROVEMENT DISTRICT, OR  
 SOUTHWEST LINCOLN COUNTY WATER  
 DISTRICT, OR  
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
 SOUTHWOOD PARK WATER DISTRICT, OR  
 SPECIAL ROAD DISTRICT #1, OR  
 SPECIAL ROAD DISTRICT #8, OR  
 SPRING RIVER SPECIAL ROAD DISTRICT, OR  
 SPRINGFIELD UTILITY BOARD, OR  
 ST. PAUL R.F.P.D., OR  
 STANFIELD CEMETERY DISTRICT #6, OR  
 STANFIELD IRRIGATION DISTRICT, OR  
 STARR CREEK ROAD DISTRICT, OR  
 STARWOOD SANITARY DISTRICT, OR  
 STAYTON FIRE DISTRICT, OR  
 SUBLIMITY FIRE DISTRICT, OR  
 SUBURBAN EAST SALEM WATER DISTRICT, OR  
 SUBURBAN LIGHTING DISTRICT, OR  
 SUCCOR CREEK DISTRICT IMPROVEMENT  
 COMPANY, OR

SUMMER LAKE IRRIGATION DISTRICT, OR  
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR  
 SUMNER R.F.P.D., OR  
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 SUNDOWN SANITATION DISTRICT, OR  
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 SUNNYSIDE IRRIGATION DISTRICT, OR  
 SUNRISE WATER AUTHORITY, OR  
 SUNRIVER SERVICE DISTRICT, OR  
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
 SURFLAND ROAD DISTRICT, OR  
 SUTHERLIN VALLEY RECREATION DISTRICT, OR  
 SUTHERLIN WATER CONTROL DISTRICT, OR  
 SWALLEY IRRIGATION DISTRICT, OR  
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR  
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
 SWISSHOME-DEADWOOD R.F.P.D., OR  
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR  
 TALENT IRRIGATION DISTRICT, OR  
 TANGENT R.F.P.D., OR  
 TENMILE R.F.P.D., OR  
 TERREBONNE DOMESTIC WATER DISTRICT, OR  
 THE DALLES IRRIGATION DISTRICT, OR  
 THOMAS CREEK-WESTSIDE R.F.P.D., OR  
 THREE RIVERS RANCH ROAD DISTRICT, OR  
 THREE SISTERS IRRIGATION DISTRICT, OR  
 TIGARD TUALATIN AQUATIC DISTRICT, OR  
 TIGARD WATER DISTRICT, OR  
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR  
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR  
 TILLAMOOK COUNTY S.W.C.D., OR  
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR  
 TILLAMOOK FIRE DISTRICT, OR  
 TILLAMOOK P.U.D., OR  
 TILLER R.F.P.D., OR  
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 TOLEDO R.F.P.D., OR  
 TONE WATER DISTRICT, OR  
 TOOLEY WATER DISTRICT, OR  
 TRASK DRAINAGE DISTRICT, OR  
 TRI CITY R.F.P.D. #4, OR  
 TRI-CITY WATER & SANITARY AUTHORITY, OR  
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON TRIMET, OR  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN HILLS PARK & RECREATION DISTRICT, OR  
 TUALATIN S.W.C.D., OR  
 TUALATIN VALLEY FIRE & RESCUE

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

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

YAMHILL FIRE PROTECTION DISTRICT, OR  
 YAMHILL SWCD, OR  
 YONCALLA PARK & RECREATION DISTRICT, OR  
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR  
 ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT

MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT

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

PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE  
 EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING  
 ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE  
 PERFORMING ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE

COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH  
 SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE  
 UNIVERSITY OF HAWAII  
 ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 SOUTHERN OREGON UNIVERSITY (OREGON  
 UNIVERSITY SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY  
 COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU  
 COMMUNITY COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### **STATE AGENCIES**

ADMIN. SERVICES OFFICE  
 BOARD OF MEDICAL EXAMINERS  
 HAWAII CHILD SUPPORT ENFORCEMENT  
 AGENCY

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



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 4**



## Qualifications and Experience

### Daikin Applied

Per the Q&A for RFP 20-04 HVAC, Suppliers do not need to include pages 1-21 in their response, however Daikin Applied is submitting additional information and clarification to these pages where applicable.

#### a) Products/Services/Pricing

Equipment pricing is listed by product category and by manufacturer and lists discount off list price per the RFP requirements; see Tab 2 for detail equipment pricing. Equipment ships FOB first destination. All major equipment includes the cost of shipping in the list price; ancillary products and parts may have additional shipping costs at the time proposal/order.

Daikin Applied has submitted fifty hourly labor rate categories as part of their scope offering within this RFP response; see labor pricing document in Tab 2. Labor rates are listed for each Daikin Applied Service location throughout the U.S.

All labor rates will be based on standard hours. Indicate standard hours 7:30 am to 4:30 pm Monday to Friday.

Overtime rates (after standard hours and Saturday) 1.5 x Standard Rates.

Overtime rates Sunday, Holidays) 2.0 x Standard Rates.

Minimum charge of 4.0 hours for overtime work.

Products and Services categories to include...

See Tab 2 for list of manufactures and pricing for each product and service category. See Tab 2 for detailed information being provided under Daikin Applied's response for the following products and services categories; some categories contain additional comments/information below:

- HVAC Refrigeration
- Indoor Air Quality Products and Devices
- Unitary
- Air Handling
- Air Terminal Devices and Heating Products
- DDC Controls - See Tab 5 Value Add for additional information on Daikin Applied's Intelligent Solutions
- Cooling Towers
- Pumps
- Inverters
- Boilers & Water Heaters
- HVAC Specialty Products
- Refrigeration Products
- LED Lighting Products – See Tab 5 Value Add for additional information
- Equipment Parts and Supplies
  - Location of stocking parts – The primary stocking location is Dayton, Ohio; in some instances, Daikin Applied will ship directly



from supplier stock and sometimes we will ship directly from our factories. Daikin Applied has satellite stocking locations to support Daikin Applied direct sales in Richmond, VA; Birmingham, AL; Atlanta, GA; Miami, FL; Boston, MA; and Long Island City, NY.

- Standard warranty (parts & labor) – 1 year
- Optional warranty (components covered & labor) – 2, 3, 4, and 5-year extended warranties.
- Estimated lead/delivery time – 99.93% of stocked parts ship same day. 92% of the parts shipped directly from suppliers ship in 5 days or less. 82% of build-to-order parts ship in 5 days or less.
- Percentage of locally stocked parts to delivered parts – 99.999% of sales are stocked parts shipping from Dayton, OH.
- Detail features and benefits – Daikin Applied supports aftermarket service part demand for the average life of the equipment + 10%; e.g. a rooftop unit with a typical life expectancy of 20 years will be supported for 22 years. Daikin Applied manages 99% of orders via an Amazon-like eCommerce website. We have staff available to assist with parts identification, order management, warranty claims, etc., during extended business hours 7 AM – 6 PM CST. In an emergency, Daikin Applied will ship weekends and holidays.
- Other additional/pertinent information – Daikin Applied is not a typical OEM aftermarket parts supplier. In support of Daikin Applied Service offices and contractors that prefer to buy everything needed to make repairs from a one-stop shop, we stock OEM and commodity parts such as motors, compressors, valves, etc., HVAC tools, and supplies such as refrigerant, cleaners, etc., priced to compete with local wholesalers.
- **Startup & Commissioning Services**
  - Daikin Applied Service offers startup services on all new equipment purchased. They also offer seasonal startup and shutdowns which can be included in any maintenance contract. This ensures HVAC equipment is properly running during the startup and properly shut down during the offseason minimizing owner risk of their important assets. Daikin Applied Service also offers commissioning and recommissioning of equipment to verify HVAC equipment is running at peak efficiency as it was designed for the building's operational envelope, minimizing an owner's operational spend.
- **Service & Maintenance**
  - Type (e.g., preventative and full maintenance contracts, man-at-attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other) As an OEM Daikin Applied offers a multitude of services such as asset management, first year along with preventative and comprehensive maintenance, turnkey equipment replacement, quoted and time and material repairs.

#### **First-year Maintenance**



- Perfect for newly installed chillers/systems
- Protects your warranty and investment

#### **Inspection Plan**

- Budget-friendly option for all HVAC equipment
- Provides regular maintenance upkeep after the warranty has expired

#### **Labor Maintenance**

- Face fewer unexpected repair payments
- Highly trained Daikin technicians maximize energy efficiency

#### **Comprehensive Maintenance**

- Ensures no additional, unexpected maintenance or repair expenses for covered services
- Priority service from the most knowledge team

**See Tab 7** for detailed service programs pertaining to specific product categories.

- Define processes for each type of service and/or maintenance of the system or the equipment Daikin Applied Service can tailor a service program to meet a customer's expectations and needs. Each maintenance contract is evaluated on the owner's HVAC equipment, needs, and frequency of service. **See Tab 7** for detailed service programs pertaining to specific product categories.
- List key personnel (factory, sub-contract, other) **See Tab 7** for a complete list of Daikin Service employees which includes District Managers, Service Sales Representatives, and technicians.
- **Installation and Turnkey Contracting**

Daikin Applied offers a wide variety of installation and turnkey contracting services such as retrofit replacements, energy retrofits, and controls upgrades to name a few. These services are offered through Daikin Applied Service. Each Daikin Applied Service office has a professional staff experienced in Design Build and turnkey contracting. The Daikin Applied team which consists of local installers will sit down with the owner to discuss the project, develop scope of work and project timelines, and negotiate a price based on best value. Upon award, Daikin Service will execute the project with frequent owner meetings to keep the owner apprised of progress. Upon completion of the project Daikin Service will meet with the owner to ensure project satisfaction and discuss future service and maintenance needs in order to keep newly installed equipment operating at peak efficiencies. Daikin Service follows all local and state requirements especially with respect to licensing and permitting requirements. Every project, if required by the owner, will include a payment or performance bond. **See Tab 7** to review a complete Daikin Service Roster showing key personnel within each office.

### **Put the Advantages of Design-Build or Negotiated Contracting to Work for You**

### **What If Your Next Major HVAC Project Could Be...**

- 33% faster from concept to completion
- 6% less costly
- 25% more assured of a trouble-free startup

It can be – with Design-Build or Negotiated contracting. These are precisely the types of improvements being realized with this approach to HVAC projects, according to industry studies.

### **Cost Reduction Improvements**

Simple process changes can lead to big gains in quality, efficiency and cost containment. That's what happens with the integration of the design and construction phases of a project in the Design-Build approach. Many factors ultimately contribute to project cost reductions and additional financial benefits.

- Costs are better defined earlier in the process with the specialized knowledge of team members
- The likelihood of cost overruns is greatly reduced
- Faster project completion means reduced debt load and debt service, plus a faster return on the investment

### **Quality Improvements**

More and more, building owners and contractors alike are witnessing the value of negotiated projects with results such as:

- Lower first cost and operating costs while achieving design integrity that improves building efficiency
- One company responsible for project success
- Diverse practical knowledge of design and construction, plus the best available technology
- Reducing risks of cost overruns with early involvement of specialized contractors and limiting change orders to those that are client driven

### **Improved Results**

A negotiated approach can bring the best ideas from all team members into the open, using all available knowledge and experience to improve the results. It's a different, more advanced form of partnership than typically practiced in competitive bid processes, leading to a better coordinated project and higher client satisfaction. Whatever your next set of project goals and challenges, a Design-Build or Negotiated approach can help achieve those goals faster and more cost effectively

- **Warranty Services**
- **Energy Services**

While energy modeling is a straight-forward and long-standing practice, the power of its impact is often overlooked and undervalued in the construction of new buildings and upgrades, alike. Using a detailed algorithm, energy models will deliver valuable insights on your energy consumption to help you make informed decisions from the ground up or take advantage of savings within reach during your next remodel or system upgrade.

"The optimal design from an energy and economic standpoint," Judy Peters, of Daikin Applied writes in HPAC Mag, "is based on a synergy

of operating hours, internal loads, local weather patterns, utility costs and the cost of the system itself.”

Once you have the knowledge, the power of the data rests in your hands to reap the top benefits of your energy scenario:

1. **Help you identify which system is best in your building.**  
From regional weather patterns to the type of lighting, all variables are considered and weighed to identify the optimal solution for your building type.
2. **Understand total cost of ownership.** It was once a calculation of “simple payback”, calculating when you break even on the efficiency given the cost of the equipment. But, today’s models can reveal the true cost of ownership and the impacts beyond the basics, such as factoring in depreciation rates and annual maintenance.
3. **Achieve “green building” standards (LEED, ASHRAE 90.1).** The Leadership in Energy and Environmental Design has a strict set of guidelines to achieve varying levels of LEED ratings. Energy modeling is one way to determine that level. Posing the configurations against ASHRAE 90.1 Appendix G standards allows you to see the x-factor of energy cost savings against a standardized, base model.
4. **Comply with utility and municipality rebate programs.**  
Local governments and utility companies understand the cascading benefits of getting building owners on board with lower energy usage. By using EnergyAnalyzer® 3, Daikin sales Representatives easily perform a quick assessment, ensuring your design is headed in the right direction.

With EnergyAnalyzer® 3 from Daikin Applied, your sales Rep can determine the best HVAC equipment for your building, providing an early assessment for your project.

Energy modeling is critical to your building design. With both direct and indirect inputs available, we can match the chiller tonnage for your building based on a wide variety of factors, from local weather to the amount of ventilation air used. By relying on an energy modeler early in the process, your whole project can be more energy efficient and save you money. Cascading effects from the number of windows to the orientation of the building all bring valuable insight to your total building efficiency.

- Equipment Rental – See Tab 5 Value Add for additional information
- Financial Services
  - Type – Daikin Applied has a partnership with two external firms who offer leasing services for public members. Daikin Applied also offers a prompt and pre-payment discounts; see Tab 7 attached at the end of this document.
- Professional Services/Energy Services/Site Surveys  
Managing HVAC equipment and systems for commercial buildings can be overwhelming, especially when you are faced with aging systems and surprises found during maintenance.
  1. **Asset Management planning.** Unplanned repairs coupled

with escalating operations and maintenance costs can cause financial challenges for many buildings. To avoid surprises to your facility O&M budget, take advantage of an asset management assessment, which includes a full evaluation of your equipment, including chillers, boilers, pumps, air handling units, and controls. Upon completion of this assessment, you will receive a report that outlines the potential repair needs, maintenance practice recommended changes, and equipment replacement needs for your facility as well as an analysis that will give you insights to drive more accurate budgeting for replacing HVAC equipment for the near future.

2. **Annual Maintenance Contract.** Extend the life of your equipment and reduce operating costs with a maintenance plan that's suited to your facility needs. Implementing a proactive approach will keep your equipment and systems running effectively and efficiently to support your building's purpose for your business. A maintenance agreement can ensure that you are covered for the unexpected while also getting the most from your equipment day-to-day. When supported with tools like Daikin's Intelligent Equipment®, service teams can also remotely access your system to identify trends and possible issues, addressing them before they become a serious—and more costly—problem which could impact employee productivity and customer satisfaction.
3. **Training - operator & technician training.** Proper training is essential to the lifecycle performance of HVAC equipment. Many companies claim that they provide training but many of those programs do not adequately prepare a Technician to know what needs to be done to maintain or service commercial HVAC equipment. We deliver industry-leading training programs through our Daikin Learning Institute (DLI). DLI offers technical service training courses to learn first-hand, from the manufacturer, what it takes to get the most out of your HVAC equipment and system to support your comfort and reliability needs. Institutes like DLI that are accredited by the International Association for Continuing Education and Training (IACET) and authorized to issue the IACET CEU, can provide true factory-training for all of your HVAC service needs.
4. **Periodic energy audits.** Your HVAC system is one of your building's largest energy draws—consuming roughly 40 percent of your building's energy expense. If energy is not monitored or managed, it can mean a substantial impact for your overall organizational goals and financial profitability; some energy costs can increase overall annual expenses by 20 percent if not controlled carefully. With an energy audit, experts can help you find where your opportunities lie: identifying energy conservation measures and spotting facility improvements to reduce your energy spend by more than 10 percent. An audit goes beyond the HVAC system to include an evaluation of lighting, occupant usage, and even windows and



roofs. As a result of the process, you will gain perspective on potential energy savings, reaping the rewards in building performance which improves your business' bottom line.

**c) Qualification and Experience**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Headquartered in Plymouth, MN, Daikin Applied is part of Daikin Industries, Ltd. which is the largest global HVAC manufacturer for commercial, industrial and residential air conditioning systems, and the global air conditioning leader. In North America, Daikin Applied provides expertise in commercial HVAC systems with technologically advanced and highly applied systems. In 2006, Daikin acquired McQuay International, and spent the next five years implementing processes and quality enhancements prior to adding Daikin to the McQuay name. Having a heritage of producing applied products for over X year, Daikin Applied continues to grow by leveraging the knowledge and resources which has made Daikin Industries the global air conditioning leader in the marketplace.

In 2015, Daikin Applied was awarded a five (5) year Region 4 ESC HVAC contract via RFP 15-05 for HVAC equipment, installation, services and related products (expires September 30, 2020). Through this contract, Daikin Applied has demonstrated its ability to successfully deliver the products and services requested in this RFP. Having achieved strong year-over-year growth, Daikin Applied has delivered over \$102M in contract sales from calendar years 2016 through 2019.

- ii. Describe Offeror's reputation in the marketplace.

As the number-one brand internationally, Daikin Industries, Ltd leads the industry with a reputation for innovation in next-generation technology (e.g., inverter technology offering greater energy savings and comfort; heat pump technology for absorbing and moving heat from the air; and refrigerant control, providing efficient heat absorption).

Daikin Applied benefits from this international leadership and is known in the Americas for technology that drives efficiency. Leveraging the knowledge and resources that make Daikin the global AC leader, we now have the world's most advanced chiller research and development center (LEED Gold Certified) where we can simulate ambient environments of sub-arctic and Saharan temperatures at the same time. This is just one example of the innovation that drives our reputation for advancing technology.

- iii. Describe Offeror's reputation of products and services in the marketplace.

Daikin Industries, a Fortune 1000 company, is the largest air conditioning company in the world. Combining advanced technologies and research and development capabilities, Daikin Applied creates innovative products, systems and services that benefit the industry and lives of our customers. With more than six million square feet of manufacturing space and 5,000 dedicated employees in 75 countries on six continents, Daikin Applied is uniquely positioned to make sure our products and services are always within our customers' reach.

iv. Describe the experience and qualification of key employees.

Daikin Applied has a dedicated executive and government team focused on growing Region 4 ESC contract sales. The key members of the team are as follows:

Name	Title	Team
Jeff Drees	Executive Vice President, Sales, Marketing, & Aftermarket	Executive
David Godsil	Divisional Vice President – North Division	Executive
James Moe	Divisional Vice President – West Division	Executive
John Moon	Divisional Vice President – East Division	Executive
Keela Bakken	Direction of National Accounts	Executive
Duane Rothstein	Vertical Market Manager – Government	Government
Robert Preston	Contracts Compliance Manager	Government
Andrew Casey	Government Program Manager	Government
Bryce Zaner	Government Program Manager	Government
Shey Bauer	Government Regional Account Manager (North)	Government
Betsy Beach	Government Regional Account Manager (Southeast)	Government
Robert Mitchell	Government Regional Account Manager (Northeast)	Government

Daikin Applied's Region 4 ESC contract is and continues to be a key business focus for Daikin Applied to significantly grow its revenue in the US market. All members of the sales team, executive and otherwise, feel that the Region 5 ESC is a pivotable strategy for Daikin Applied to meet their growth objectives and the majority of the team members have specific Region 4 goals built into their annual performance objectives.

The Divisional Vice Presidents are responsible for equipment, service, parts and aftermarket solutions in their respective division; [see Tab 7](#) to review Daikin Applied's divisional-regional sales territories. Daikin Applied goes to market through independent manufacturers reps to offer equipment solutions, its own Daikin Applied owned service organization to offer service solutions, and parts distributors to offer aftermarket solutions to their customers; [see Tab 7](#) for a complete Rep and Service roster showing the size of Daikin Applied's sales force. These organizations report into the Divisional Vice Presidents as it pertains to sales and the field service operations. They uniformly believe that Daikin Applied's Region 4 ESC contract is a critical initiative in growing all three (equipment, service, and aftermarket) market segments.

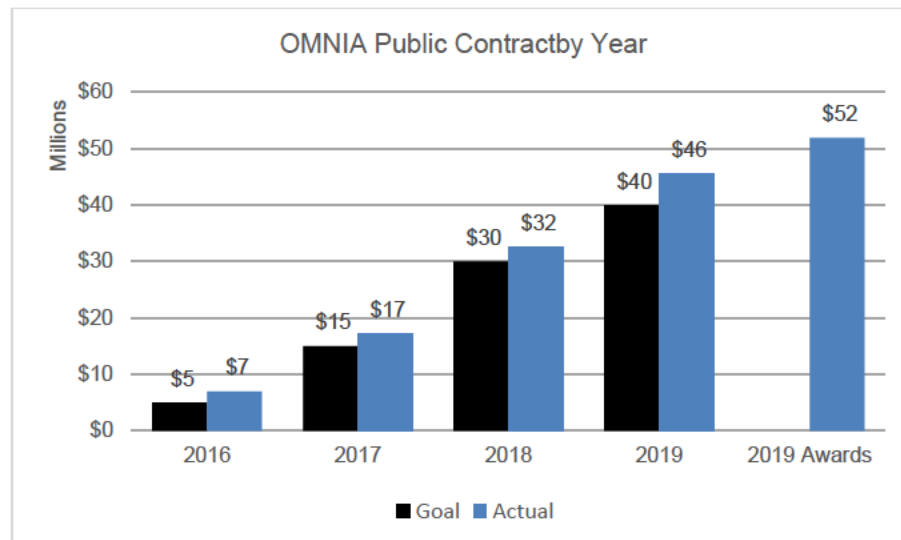
Daikin Applied's Government National Accounts team is led by Duane Rothstein who has been with Daikin Applied 18+ years; with 10+ years focused on government contracting. The government team follows a strict review process for all cooperative contracting solutions to ensure contract compliance throughout the procurement process. The team continues to market the Region 4 ESC contract, train the Daikin Applied sales teams, and educating public agencies on the values and benefits of cooperative contracting.

Within the past few years, Daikin Applied invested in dedicated regional account managers to focus on growing cooperative contract sales. This investment has paid dividends as seen by the contract growth shown in the graph within the next question. Daikin Applied remains committed to investing in its government team and its partnership with Region 4 ESC.

v. Describe Offeror's experience working with the government sector.



Daikin Applied (previously McQuay International) was incorporated in the 1930's as a HVAC manufacturer headquartered in Minnesota. A large portion of Daikin Applied's business has been in the government sector; primarily in the education market with the invention of the first unit ventilator which conditioned K-12 classrooms. In 2009, Daikin Applied entered the government cooperative contracting market by obtaining its first GSA (General Services Administration) federal supply schedule contract, which allowed Daikin Applied to sell its products and services directly to federal customers and later to state and local customers through the GSA's COOP program. Daikin Applied invested in a government team to focus on state, local, and federal government sales and more importantly to maintain contract compliance throughout the procurement process. Daikin Applied's GSA yearly contract sales have grown to \$12M+. In 2015, Daikin Applied responded to Region 4 ESC's RFP 15-05 for HVAC Equipment, Installation, Service and Related Products and was successfully awarded a national contract to support the state, local, and education markets with its HVAC products and services. Daikin Applied has continually surpassed its stated Region 4 ESC RFP contract sales goals as shown below:



The success Daikin Applied has experienced with Region 4 ESC's contract has allowed Daikin Applied to invest in the government sector with dedicated resources and executive support. Daikin Applied's Region 4 ESC contract is and continues to be a key business initiative to grow its government revenue in the US markets.

- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

As Daikin Applied and its parent Daikin Industries are multi-billion-dollar entities, they are occasionally involved in litigation. There are no known legal matters that would adversely affect DAA's ability to perform under this Agreement. Daikin Applied Americas has not been involved in a bankruptcy or reorganization.

- vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email,

city, state, years serviced, description of services and annual volume.






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[illegible]



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 5**



Value Add
Daikin Applied Intelligent Solutions

## Intelligent Solutions

Daikin is on a mission to ensure you get the most from your HVAC systems and controls, without the unnecessary complexity that prevents engagement among even the most proficient users. Our Intelligent Solutions® put factory know-how at your fingertips to streamline HVAC system installation and unit management, and ultimately, strengthen your bottom line. Intelligent Solutions are plug-and-play and have an intuitive user interface that makes them easy to use, wherever you are. They can increase the efficiency of your HVAC equipment, reduce the total cost of ownership, and even eliminate the need for costly BAS. Simpler, more affordable, more effective HVAC equipment management. Now that's intelligent.

## Intelligent Equipment

### **UNPRECEDENTED VISIBILITY TO IMPROVE YOUR HVAC PERFORMANCE.**

With 40% of your building's energy expenses tied to HVAC operations, building owners and managers need better visibility to their HVAC unit performance. Daikin's Intelligent Equipment® connects directly to your HVAC unit to monitor energy consumption at the equipment level for deeper, more accurate performance measurement. For less than it costs to run your smart phone, Intelligent Equipment® provides direct access to 150 data points on a Daikin rooftop unit or air-cooled chiller, all in real time. No other solution gives you the freedom and control to monitor and manage your equipment as deeply, freely, accurately, and efficiently.

### **DATA AND INSIGHTS TO HELP YOU DO MORE WITH LESS.**

Only Intelligent Equipment® can trend your unit's health and performance from commissioning throughout the life of the asset. It provides timely notifications for maintenance without requiring additional programming. And because all unit data is stored in the cloud, storage is unlimited. You can always track to the baseline, and you don't have to decide today what you want to track tomorrow.

### **FREEDOM AND CONTROL TO LEARN WHATEVER YOU WANT, WHENEVER YOU WANT.**

Intelligent Equipment® communicates with you clearly through an engaging user interface designed to surface actionable insights, on any connected device, from anywhere in the world. You have complete access to the data, and control over who uses it; there is even a technician dashboard available through secure, role-based access. That translates quickly to smarter, proactive equipment decisions, and less time reacting to problem situations.



# Intelligent Systems

## **Building HVAC Control Made Easy**

---

Whether you're installing a customer's HVAC system or managing the daily performance of a building, you need a controls solution that simplifies your work – not magnifies the complexity. With Intelligent Systems you can experience controls that are flexible to what you need, but pre-engineered with your HVAC equipment so you can implement it with confidence.

## **Easily Control Highest Efficiencies**

---

Every day, your customers demand a building environment that makes their world more comfortable, but also keeps energy and expenses in check. Daikin Intelligent Systems seamlessly blend the power of your HVAC equipment with more intuitive and easy-to-use building controls that help you achieve even higher performance and efficiency.

## **Simplifies Operations and Installation**

---

The simplified installation outpaces the complexity of large BAS. Intelligent Systems® are often the better solution for small to mid-sized building operations that call for choreographed coordination between units and systems or simply require the kind of accessibility that is now commonplace in today's world. By packaging the HVAC equipment with the building controls, we've taken uncertainty out of the equation and put you back in control.



# Intelligent Systems™



*Command your building's HVAC system with confidence*



# Reliable performance for the long run



You can confidently monitor and command the buildings you are entrusted to manage with quick views of system status, trend information, setpoints, and set up schedules. Plus, you'll save time, money, and energy in the simplicity of a solution that is factory-installed, pre-engineered to work for your system and approachable for the everyday user.



## Designed to optimize time and resources

- Plug-and-Play system: it's pre-engineered and pre-programmed saving time and money
- Centralized control so you maximize operations
- Remote access from any web-browser
- Customizable to fit your building's needs
- Trend information to equip you with actionable data
- Standard BACnet® MS/TP open protocol
- Communicates with any BACnet® MS/TP capable device



## Putting the control for comfort in the right hands

- Thermostat-like display reads naturally to users of any level
- Network status gauges how well the BACnet® communication network is running
- Comfort status gauges how well the building as a whole is maintaining temperature setpoints
- Quick links to device pages makes it easy to understand and navigate
- Device property pages feature realistic images of your equipment and let you view/manage devices easily
- Customizable Device List Pages give you a snapshot of how each device or zone is operating or maintaining setpoint



## Making your building management quick and efficient

- New and improved trend information deliver thousands of data points in seconds
- Review up to 5 data points at once; or import trend data into excel for more detailed analysis
- See two different units on interactive, clickable graph for deeper data insight
- Scheduling in easy graphic format lets you easily schedule devices and gives you midnight crossover, multiple occupancy times per day and holiday schedules

# Intuitive and easy-to-use controls simplify operations

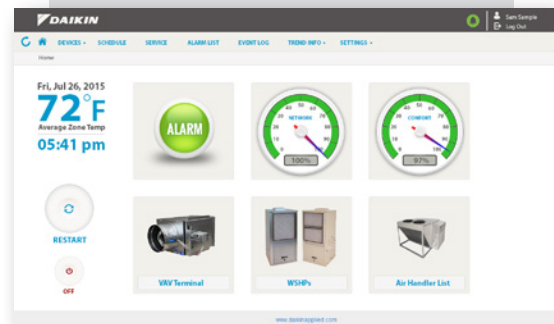
## BAS Made Easy

Whether you're installing a customer's HVAC system or managing the daily performance of a building, you need a controls solution that simplifies your work – not magnifies the complexity. Every day, your customers demand a building environment that makes their world more comfortable, but also keeps energy and expenses in check. Now, you can experience controls that are flexible to your needs and as approachable as your smart phone.

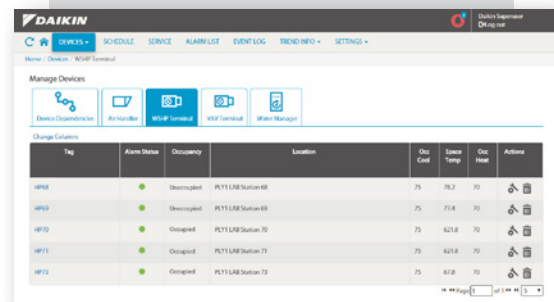
### Powerful Applications

Daikin Intelligent Systems seamlessly blend the power of your HVAC system with more intuitive and easy-to-use controls that help you achieve even higher performance and efficiency. The plug-and-play installation outpaces the complexity of large BAS. Intelligent Systems are often the better solution for small to mid-sized building operations that call for choreographed coordination between units and systems or simply require the kind of accessibility that is now commonplace in today's world.

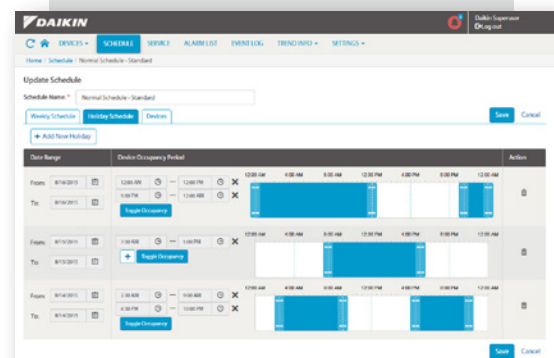
- **Scheduling** – use default occupancy schedule or enter custom seven-day schedules and holidays.
- **System Summary** – spreadsheet-style information pages detail each setpoint, mode of operation, and status for all equipment.
- **Remote Monitoring** – connect to local network to make control changes or view current status from any computer, tablet, or smart phone.
- **Alarm Management** – receive notification when an alarm occurs via email or text message to a cell phone.
- **Data Logs** – continuous logging of data points to analyze potential problems. Displayed graphically on the touchscreen or exported to your local PC.
- **Ancillary Control** – custom, job specific control loops can be created on the System Manager to handle more unique job requirements.
- **Duct Pressure Reset** – save energy on VAV systems by allowing the system to automatically adjust the duct pressure setpoint on the rooftop unit to match the precise load in the building.
- **Document Storage** – the Help menu is pre-loaded with installation/operation manuals and cut sheets for the system and your HVAC units. Load your own PDFs to preserve warranty documentation or maintenance records so they are always accessible.



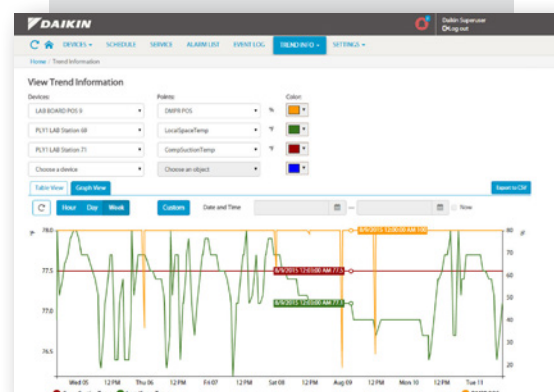
Home Screen



System Summary



Scheduling



Data Log

# Intelligent Systems Applications

## VAV made simple, efficient and easy to install

Variable Air Volume (VAV) systems have long been the gold standard for comfort and efficiency. You can rely on Daikin Applied for a complete VAV system that is as simple and easy to install as it is comfortable and efficient.

Intelligent Systems makes everyone's job a little easier. The system controls, rooftop units, and air terminal units come pre-programmed and addressed at the factory for plug-and-play operation at the jobsite. VAV systems are available for systems as small as 3 tons.



## WSHP applications are smart solutions for smart savings

Intelligent Systems for water source heat pump applications uses advanced technology delivering smart controls and remote accessibility. Units automatically communicate with the System Manager without any onsite programming or addressing. The Loop Water Manager handles the condensing water and all the components are coordinated for high performance and energy efficiency. No more trips into the ceiling grid because all of the system, condensing loop, and WSHP information is at your fingertips.

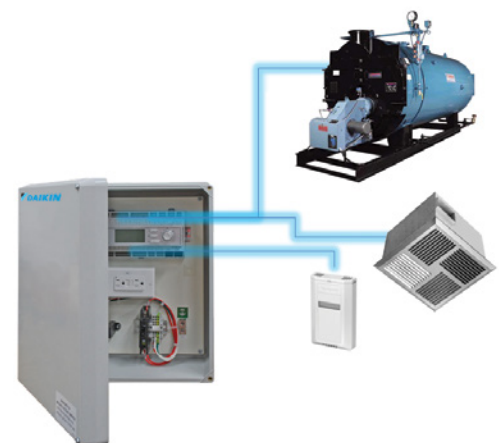
## Single zone rooftop applications

Packaged rooftop units can be integrated into Intelligent Systems to provide a more intuitive interface, remote access, trend data, centralized scheduling, and alarm management. In addition, system level control allows for the coordination of rooftop units for sequencing, redundancy, or common duct applications.

## Customized control and third party equipment

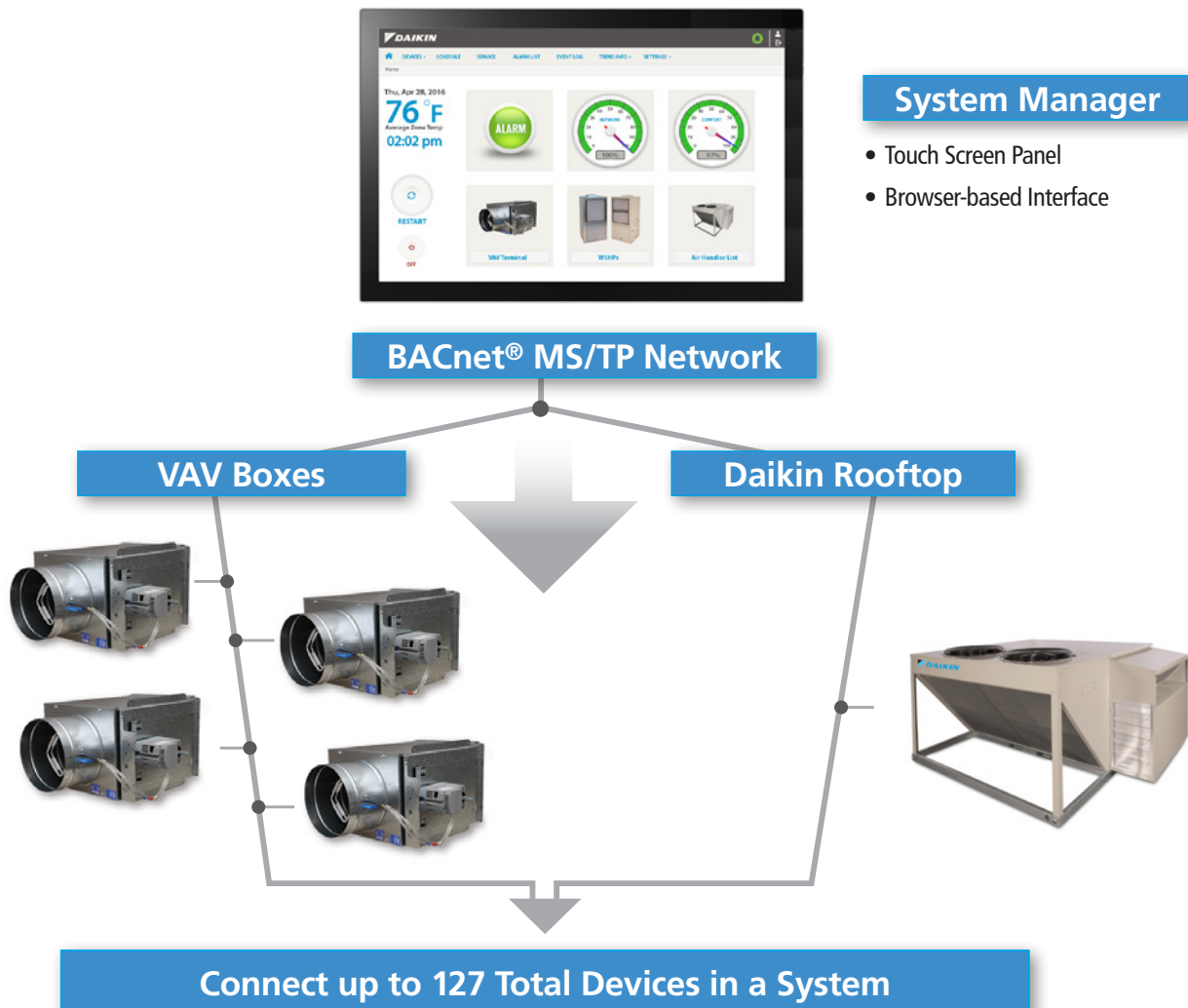
Intelligent Systems' Ancillary Control Subsystem allows for easy setup of unique job specific control requirements. Auxiliary sensors and non-communicating devices can be controlled and monitored with the system through the IO Manager.

Daikin Applied's BACnet® thermostat now allows any thermostat controlled HVAC equipment to be directly integrated and controlled from the System Manager through the system's open protocol communication line.





## Intelligent Systems - VAV Application



### VAV Full-featured Sensor



Modern design complements any décor and allows Timed Override by building occupants.

### BACnet® Thermostat



Integrate third party or ancillary equipment

### Exhaust Fan



# Intelligent Systems™

1

## Choose a Daikin Control Panel



**System Manager**



**Loop Water Manager\***



**Input/Output Manager\***

**\*Optional**

2

## Choose Daikin MicroTech Controlled Equipment



**Rebel®  
Packaged Rooftop**



**Maverick®  
Commercial Unit**



**SmartSource®  
Water Source Heat Pumps**



**VAV  
Terminal Units**



**Chillers**



**Fan Coil Units**



**Self Contained Unit**

### The industry leader in environmental solutions

Daikin Applied is committed to sustainable practices as part of our corporate culture. We believe it is the right thing to do for our customers, our community, the environment and ourselves. As the global HVAC leader, Daikin Applied has a unique opportunity to make a difference in sustainable initiatives and continue to lead the industry in environmental solutions.



To learn more about the Daikin Intelligent Systems, contact your local Daikin Applied sales office or visit [www.DaikinApplied.com](http://www.DaikinApplied.com) to find an office near you.



## CASE STUDY

### Residence Hall

#### Name

Bethel University

#### Location

St. Paul, MN, USA

#### Building size

Bodien Hall: 26,720 sq. ft.

Edgren Hall: 26,000 sq. ft.

#### Issue

Poor comfort control and energy efficiencies from existing equipment

#### Solution

3 Daikin Rebel® commercial rooftop units (7 ton)

2 Daikin Intelligent Equipment® platforms with remote operating and diagnostic capabilities

*Two Bethel University residence halls faced dehumidification challenges due to showers, open doors, and a variable Minnesota climate.*

## University Educated on Daikin Rebel Comfort Control

### Issues

Bethel University, a top-ranked, evangelical Christian university based in St. Paul, Minn., needed to replace rooftop equipment original to two nearly identical residence halls which were built in 1977 on its large St. Paul campus. "One of the driving forces to replacing the old units was trying to get better ventilation, drier air, and make it more comfortable inside the dorm rooms," said Chuck Broz, HVAC technician supervisor at Bethel University.

The 4-story Bodien residence hall sits on a hillside and is connected to the 3-story Edgren hall by a common student lounge in the middle of the complex. While the dorm rooms in the 52,720 sq. ft. complex are served by existing McQuay (now Daikin Applied) fan coils (many of which were replaced in the late '90s), student life, showers, and the variable Minnesota climate meant the existing rooftop units that supply dedicated outside air had to work extra hard to keep pace.

### Solution

Selecting the highly efficient Rebel rooftops as specified by Tim Harris, sales engineer and Daikin Applied representative with Schwab Vollhaver Lubratt Inc. (SVL) in St. Paul, has allowed the university to bypass using large amounts of chilled water from its central chiller plants in a two-pipe system to take advantage of the direct expansion (DX) technology in the new Rebel rooftop units.

"One of the biggest reasons we selected the Rebel units was to get, from the DX side, significant efficiency while being able to put in the reheat air with very little moisture content," Broz said.

The 7-ton Rebel rooftop units provide high part-load efficiencies at 20.6 IEER (Integrated Energy Efficiency Ratio) which surpasses ASHRAE's 90.1 standard by 84%. "Rebel has some of the highest IEER ratings in the rooftop market because of the inverter compressors. In combination with the energy recovery wheels (ERW), these units are 60% more

effective at removing moisture from the air," said Matt Dodds, applications engineer at Daikin Applied.

Installation of the units was phased to meet the university's budget and tight timelines when dorms weren't occupied. The units were installed in August 2013, August 2014, and March 2015. "Both time constraints and special contracting required the provision of adapting curbs on the roof so that existing openings could be used. Those were key challenges to the project," SVL's Harris said.



*Rebel's energy recovery wheel draws 60% more humidity from the air stream for substantial energy savings and improved student comfort.*

Broz credits the mechanical installation services by Egan Company along with the Daikin Service Group as critical to the success of the project. "Everyone's level of effort including installing new curbs, to pulling the old equipment off and installation of the electrical and hot water lines, made this a very efficient and well-done installation job," Broz said.

In addition, two of the Rebels—one on each of the buildings—feature Daikin's Intelligent Equipment® control solution for real-time data that benchmarks performance and monitors system operation. "Our energy managers use Intelligent Equipment to gather data and we use it to see the detail of operational data and monitor the units. We also appreciate that we can connect remotely to the units on laptop or smartphone," Broz said.



*Intelligent Equipment remotely benchmarks performance and operation for 24/7 control.*

## Outcome

Bethel University administrators and its students are pleased with the comfort levels. Broz said the difference in humidity levels across the two buildings was dramatic in the early operation of the new Rebels in one residence hall versus the other that still operated with the original rooftop equipment. "We've maintained everything below 55% humidity with the Rebel unit. With our existing equipment, we were well over 80% humidity throughout the building space, even with the fan coils in the dorm rooms, because various doors are left open."



*The resident halls' existing rooftop systems did not maintain adequate comfort levels. Rebel replacement units delivered improved comfort and energy efficiency solutions.*



*The 7-ton Rebel units deliver 20.6 IEER and use direct expansion and ERW technologies to maintain humidity comfort levels below 55%.*

Quiet, unimpeded operation adds additional quality to the student's studying and living conditions. Broz notes that the extremely low-audible output of the Rebel units goes unnoticed by students. "The Rebel units are very quiet due to the inverter compressor technology," he says.

Energy savings are significant given reduced natural gas consumption with less reliance on the chiller plants that serve the complex, as well as the reduced electrical consumption of the Rebels versus existing rooftops. Notably, the ERW technology on the Rebels (which heats up outside air) provides significant energy savings especially during Minnesota's cold winter months.

"In the winter, we'll use Intelligent Equipment to look at the energy side to optimize use of the energy wheels, instead of using building heat, especially as it relates to the restrooms and showers. In the summer, we use Intelligent Equipment to see if we're doing an effective job of keeping the dewpoint and humidity at low levels," Broz said.

Broz values the level of detail available on Intelligent Equipment and primarily accesses the solution from his laptop at the office, with the option to access on his smartphone. He recommends Daikin for not only HVAC equipment, but also service solutions, adding, "The Daikin Service Group crew is very good and we appreciate that they call to make sure the equipment is running well."

In addition to the existing three Rebel units, Bethel University recently received delivery of a 4-ton Rebel rooftop unit to serve its new, state-of-the-art Wellness Center that houses its fitness center and exercise science program, that opened fall 2015.



*The multi-building Regatta facility received \$12 million in improvements including upgrades to HVAC equipment, roofing, facade waterproofing, insulation, vapor barriers, mechanical, electrical, and plumbing.*

## CASE STUDY

### Museum Warehouse

#### Facility at a glance

##### Name

UC Berkeley  
Regatta Museum Collections Facility (Phase 2)

##### Location

Richmond, CA, USA

##### Facility size

21,000 ft<sup>2</sup> (Phase 2)

##### Issue

Careful climate control during commissioning and for treasures in art collection facility

##### Solution

Intelligent Equipment® control on two  
10-ton Daikin Rebel® rooftop units

## Intelligent Equipment® puts precision at fingertips of engineers during commissioning of art-filled warehouse

### Issue

Protecting treasured artwork and artifacts demands tight tolerances for humidity and temperature control. Stringent standards for climate control were required during a major renovation of warehouse space for the Regatta Museum Collections by UC Berkeley. Tolerances were set at 68 degrees F, within +/- 2 degrees and 50 percent relative humidity (RH), +/- 5 percent.



*The 121,000 ft<sup>2</sup> facility contains thousands of historic artifacts that require an HVAC conditioned environment to preserve the integrity of the collection.*

Totalling 121,000 ft<sup>2</sup>, the Regatta art warehouse in Richmond, CA spans across multiple storage facilities and accommodates UC Berkeley's campus-wide art collections and other related materials. A chilled-water desiccant-based system was used in the Phase 1 renovation, which began in 2010 on the largest section of the space, 100,000 ft<sup>2</sup>.

Under Phase 2 of the project, in 2014, UC Berkeley requested bids on a system upgrade to the remaining 21,000 ft<sup>2</sup> space to include new mechanical, electrical, and plumbing systems.

### Solution

Two 10-ton Daikin Rebel commercial rooftop systems were specified for Phase 2 (a different manufacturer supplied the system used in Phase 1) with a standard at 500 cfm of peak design dehumidification conditions, with 90 percent of the load as outside air.

"The variable speed compressors on the Rebel units have the capability to provide temperature and humidity control at significantly less cost than the installed price of an air-cooled chiller desiccant system with storage tank," said Daikin representative Steve Dobberstein, senior



*Two 10-ton Rebel rooftop systems with variable speed compressors and EC fan motors were specified for Phase 2 of the Regatta project.*

sales engineer with Norman S. Wright Mechanical Equipment Co. in Brisbane, CA.

Each Rebel rooftop unit is connected to the Daikin Intelligent Equipment solution that provides real-time data to anticipate and respond to operational needs. At the Regatta climate-control warehouse, Intelligent Equipment was used to calibrate the rooftop equipment during the commissioning process. "The customer trusted the idea of using the Rebel rooftops and Intelligent Equipment in this climate-control application. The fact that a Daikin applications engineer half-way across the country can be virtually hands-on with Intelligent Equipment allowed us to sell the job," Dobberstein said, noting the Rebel units were installed in February 2015 and the start-up process began in summer.



*Intelligent Equipment allows 24/7 remote monitoring from anywhere via a laptop, mobile phone, or tablet.*

"Intelligent Equipment provides a window into basic trending information on base temperature and humidity, and other control points such as compressor speed, fan speed, and unit state, giving engineers the ability to adjust the settings and troubleshoot," said Matt Dodds, Daikin application engineer for commercial rooftop units. "On a remote basis, you can go into the data for a deeper level of insight than you would by talking to a service technician standing by a unit on the roof."

Authorized parties access Intelligent Equipment for rooftop performance and operating conditions on either a highly secure Ethernet LAN connection, or a 3G-high security cellular network that connects directly to the cloud, which prevents unauthorized users from compromising the system or accessing other networks.

## Outcome

"Intelligent Equipment gave access to diagnostic points unobtainable from the facility's building automation system (BAS). Intelligent Equipment is also a helpful application because of the high cost of technician services," Dobberstein said, noting the platform's remote troubleshooting capability eliminated several service calls (truck rolls) during commissioning.

The bottom line? Intelligent Equipment solution saved time and money during the 6-week-long start-up and commissioning process of a critical-control application where rooftop package units are seldom used. "With some fine tuning, Daikin was able to optimize the control of the Rebel units to meet the required tolerances of +/- 2 degrees and +/- 5 percent RH," Dodds said.



*Daikin Intelligent Equipment provided real-time, remote access to diagnostic points that the facility's building automation system (BAS) could not provide.*



*Wilkes County Courthouse worked with Daikin's Service Team to evaluate cost savings and efficiency of a 20-year old chiller versus new air-cooled chiller.*

## CASE STUDY

### Government

#### Name

Wilkes County Courthouse

#### Location

Wilkesboro, NC, USA

#### Issue

Determine best practices and a solution to reduce energy and service costs, and increase system efficiency

#### Solution

Daikin Applied Service

(1) Daikin Trailblazer® air-cooled chiller  
Intelligent Equipment® controls

## Daikin Applied Service Team's Cost Analysis Extends Relationship, Slashes Customer Costs

Tucked at the foot of the Blue Ridge Mountains, the modern Wilkes County Courthouse in Wilkesboro, North Carolina, is a long-standing Daikin Applied service customer. For nearly 20 years, the courthouse had been reliably cooled with a Daikin ALS170A screw compressor chiller, but the unit was beginning to show signs of aging.

### Analysis-based approach informs contract extension

At the customer's request, Steve Heidorn, Daikin's district service manager, and Brett Harrell, service sales representative, set out to develop a new service proposal for the county. In doing so, it quickly became apparent that the operational costs for the existing chiller would rise significantly in the coming years.

"The chiller was nearing the end of its useful life, which would drive service demand up, but we realized an opportunity to help the customer cut costs and increase efficiency by installing a new chiller versus continuing to service the existing one," said Harrell.

**"We calculated annual savings of about \$6,800 in energy costs with the installation of a new chiller at the courthouse."**

**Steve Heidorn, District Service Manager**

For 20 years, the existing chiller had maintained critical cooling functions to provide a comfortable setting inside the courthouse, despite North Carolina's humid climate. As summer approached, it became clear that due to the age of the existing chiller, it was not able to meet the cooling load of the building in order to sufficiently maintain indoor air quality and

keep the courtrooms and judges' chambers at the desired temperature.

As the Daikin service team finalized a new seven year service proposal, its analysis confirmed a rise in service requirements would be necessary to maintain the existing screw chiller due to the age of the chiller. To provide the customer with options on how to proceed, the service team completed a separate analysis related to costs savings for the courthouse, if it instead purchased a new, more-efficient chiller.

"We calculated annual savings of about \$6,800 in energy costs with the installation of a new chiller at the courthouse," said Heidorn. "Over the seven years of the new service agreement, the courthouse could save almost \$48,000 in energy costs alone."



*The existing chiller is removed to make way for a new Daikin Trailblazer air-cooled chiller that could save \$48,000 in energy costs over seven years.*

## Cost-savings drive decision making for the customer

This cost savings potential was the determining factor in the courthouse facility team's decision to purchase a new chiller.



*The closely matched, high efficiency, and low maintenance Daikin Trailblazer chiller was the clear choice for replacing the existing chiller.*

A Daikin Trailblazer air-cooled scroll chiller was selected as an optimal replacement because the unit closely matched the older unit with respect to electrical, piping and dimensional characteristics, in addition to the cost and energy savings Daikin's initial analysis showed. Further, the new chiller would help the courthouse achieve the desired temperature settings inside the building more efficiently and reliably. The combination of high efficiency, low maintenance, and the rock-solid reputation of the Trailblazer product made it the clear choice for replacement.

While attempting to configure the new Daikin chiller to operate with the existing building automation control (BAS) system, the service team hit a roadblock. Although a BACnet™ state-of-the-art integration card was provided with the new chiller, the existing BAS control system was unable to communicate via the standard BACnet chiller communication protocol. The BAS manufacturer then proposed a five-figure upgrade to the control system in order to fully integrate the new chiller information into their BAS system. The courthouse saw this as less than ideal and they asked Daikin Applied to find an alternative solution.

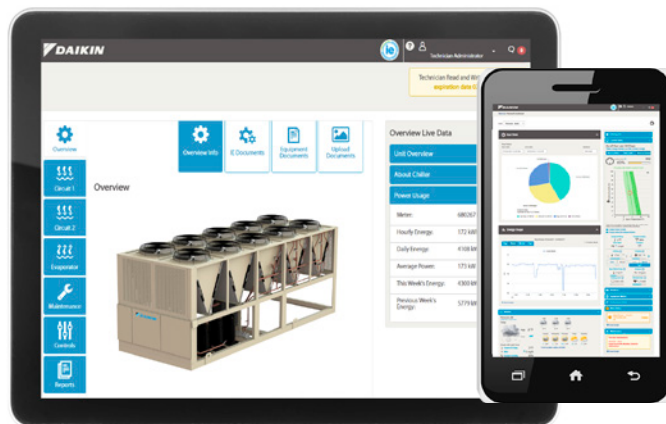
"We recommended our Intelligent Equipment control solution be added to the new chiller to provide the service team with an alternative way to remotely access, control, and manage the unit's settings via a cloud-based connection. In addition, Intelligent Equipment eliminated the need to fully integrate the new chiller into the BAS control system," said Harrell.

## Streamlining service and maintenance through the cloud

Daikin's cloud-based Intelligent Equipment is the only control platform that connects directly to an HVAC unit to monitor energy consumption,

providing unprecedented visibility at the equipment level. A great example of innovative, smart technology in the HVAC industry, it gives owners a deeper, more accurate performance measurement while enabling direct access to over 240 data points on the Daikin Trailblazer chiller in real time. The installation of Intelligent Equipment saved the customer thousands of dollars and solved the compatibility issue.

"By adding Intelligent Equipment, we truly elevated how effectively the chiller can be managed and maintained," said Heidorn. "The control solution gives the Daikin service team and the facilities managers at the courthouse a much deeper understanding of how this unit is performing. Adding Intelligent Equipment helped extend the efficiencies and cost savings of the chiller."



*Intelligent Equipment controls were added to the chiller for unprecedented visibility into equipment performance, energy savings, and maintenance.*

The Intelligent Equipment-enabled Trailblazer will also help keep service costs down for Wilkes County Courthouse in the longer term because diagnostic checks and other functions can be remotely managed. If the chiller does experience a service issue, it can be diagnosed remotely and the cause determined, prior to sending a technician to the facility to fix the issue. This visibility into the unit's operation reduces unnecessary truck rolls and optimizes service dispatch efficiency.

While the contract with Wilkes County is comprehensive and Daikin will continue to service the system, the on-site maintenance team also has instant and remote access to the Intelligent Equipment dashboard. From any device with internet access, the team is able to log-in with a unique username and password to check the system status.

The Daikin Applied team took a solutions-based approach, keeping the customer's best interest in mind, and this ultimately helped the services team extend its ongoing relationship with Wilkes County. The courthouse now features a new, more efficient Trailblazer chiller enabled with Intelligent Equipment, that will keep the building cool and comfortable for many years to come, no matter which season is passing through the Blue Ridge Mountains of North Carolina.



Overby-Sheppard Elementary modernized and transformed the school for distraction-free learning.

## Daikin creates a healthier learning environment for students

### ISSUE:

Overby-Sheppard Elementary needed more than an HVAC upgrade, but with tight budgets and minimal state funding, it didn't seem likely. The 40-year-old building needed a full overhaul to provide students with a healthier, distraction-free environment.

For over four years, Richmond City Council member, Ellen Robertson, had been pushing for \$25 million in capital funds to start from the ground up on a new school. Unfortunately, only \$4 million was allocated for the project. The school administration was determined to make the most of the \$4 million earmarked for the Overby project. After several meetings with different architectural firms and initial estimates exceeding the amount allocated, Richmond Public Schools contacted Daikin to provide an estimate for the project.

### SOLUTION:

Working with National IPA to utilize the best public procurement practices, processes and procedures, Daikin was able to get the best value on this project for Overby-Sheppard. The Daikin Building Solutions Virginia team was selected as the project's general contractor with a promise to keep the project on time and budget. "I was unconvinced with how much work could be done with \$4 million but impressed with how Daikin has transformed the school," said Robertson.

The project required a long list of stakeholders to fully provide a solution to meet the school's needs within their budget:

- Thomas Kranz, Chief Operating Officer, Richmond Public Schools
- Bobby Hathaway, Director of Facilities, Richmond Public Schools
- Frank Boehling, TEC Mechanical & Fire Protection
- Dennis Johnson, Lowman Electric
- Arthur Mendez, Joseph's General Contractors
- Patrick Lloyd, ACES (Daikin's Representative)
- Louis Hite, ACES BAS Controls



#### NAME:

Overby-Sheppard Elementary School

#### LOCATION:

Richmond, VA USA



#### ISSUE:

Upgrade 40-year-old HVAC system with remotely managed controls and energy and cost-saving equipment



#### SOLUTION:

Daikin general contracted the project including building updates such as lighting, fire protection system, windows and doors, Daikin Maverick® II commercial rooftops, and Daikin Intelligent Equipment® controls

## SOLUTION (CONTINUED):

The school's HVAC system was a 40-year-old all electric system: inefficient and leaking cost. In addition to rising energy and maintenance costs of an aging system, the HVAC system created a learning environment that was distracting for students and teachers alike. The team turned to Daikin's Maverick® II gas rooftop units with Intelligent Equipment® controls. The rooftop units deliver efficient temperature control and can all be managed by the school's building manager with Daikin's cloud-based Intelligent Equipment featuring real-time performance data.



Daikin Maverick II upgrades combine the lower installation costs and interior space savings of a roof-mounted system with the operating and maintenance efficiencies of central heating and cooling systems.



Intelligent Equipment increases the efficiency of the Maverick II units, reduces the total cost of ownership, and eliminates the need for a costly building automation system (BAS).

Improving IAQ with a high efficiency HVAC system met a critical need. Yet, fully meeting student and teacher needs for healthy learning environment required upgrading the building's physical infrastructure as well. Daikin's Virginia team was able to solve the full challenge by installing a new duct work system, new interior doors, walls, and flooring, new LED interior and exterior lighting, an underground water line for the new fire protection system, and new exterior windows and doors.

## OUTCOME:

Daikin partnered with Overby-Sheppard to provide a complete building solution on a tight budget. "Our goal was to update as much of the school with our budget as possible to give Overby-Sheppard students and staff a learning environment that was safe, clean, and quiet," said Scott Conley, Daikin Applied Richmond District Manager. "

At the grand opening, it was clear the difference the renovation had already made in this community." At the unveiling, students

cheered and thanked the team for their new school while teachers invited Daikin employees back to spend time with the students. At the conclusion of the project, Daikin and their subcontractors donated an additional \$17,500 to the school for the teachers to select school supplies for their classrooms, a nod to the true partnership and respect that these teams formed over the course of the renovation.



Daikin general contracted the project including building updates such as lighting, fire protection system, windows and doors, HVAC units, and Intelligent Equipment® controls.

**"Our goal was to update as much of the school with our budget as possible to give Overby-Sheppard students and staff a learning environment that was safe, clean, and quiet."**

— Scott Conley, Daikin Applied Richmond, VA District Manager

Value Add
Daikin Applied Modular Chiller Plants (MCP)

## Choose a Highly Engineered Solution

When building for today with an eye toward tomorrow, pick the scalable solution. Daikin MCP solutions are engineered for the demands of the building today and highly flexible to accommodate expansion in the years ahead.

## Control Even the Most Vexing Schedules

Our team of experts mobilizes to deliver a quality-engineered, assembled, and tested MCP to your construction site to meet even the most demanding project and commissioning schedules

## Uncover Better Design and Install Outcomes

You need a complete, turnkey solution that fits in your specific footprint, your tight project schedules, local labor market, and your desire to expand for the future. Daikin modular central plants are designed and manufactured to achieve your performance and installation requirements to get your building operating quickly and efficiently.

## Simplify with a Single-Source Responsibility

Breathe easier with a single go-to resource. MCP solutions integrate the highest efficiency components in a comprehensive design, into manufacturing and through the delivery process all coordinated by a single team. We've got you covered from product design, production, testing, to installation, start-up, and aftersales support.





## Packaged Mechanical Systems

### **Engineered for performance, reliability and serviceability.**

Custom, factory-built mechanical systems save you time and costs by providing application flexibility, quicker installation, and improved quality assurance.

Packaged Mechanical Systems offer a total system solution. The enclosed rooms can be located on the rooftop or exterior of the build to save valuable interior space while still offering easy accessibility. From start to finish, Daikin's skilled product engineers use state-of-the-art design tools create custom, compact footprints that don't sacrifice the room needed to operate, maintain, or service equipment.

This custom equipment solution has a wide range of applications, keeping occupants comfortable from the office to the casino, from a classroom to a manufacturing floor.





The applications of Daikin Packaged Mechanical systems are wide-reaching, configured to support the following applications in both enclosed or unenclosed systems (such as a mechanical skid):

- Air-cooled chiller pump house or skid
- Air-cooled chiller and boiler pump house
- Boiler pump house
- Water source heat pump boiler and pump house
- Small central plants with water-cooled chillers, boilers, and cooling towers

Our factory-engineered solution provides superior quality, reducing on-site labor to save you time and money on both installation and on-going maintenance.

Daikin's Packaged Mechanical System includes:

- Equipment, piping, and controls
- Single-point power
- Access door(s)
- Lighting and temperature control

Look to Daikin for this advanced packaged solution. By purchasing a custom-engineered system in a single, complete package, our expert team can help reduce your timelines, minimize your coordination effort, and simplify warranty and service to a single point of contact.



# Modular Central Plants



Capture the power of process excellence in a modular design unlocking speed, ease, and quality control.

# Daikin Modular Central Plant Process Excellence – Design through Operational Responsibility

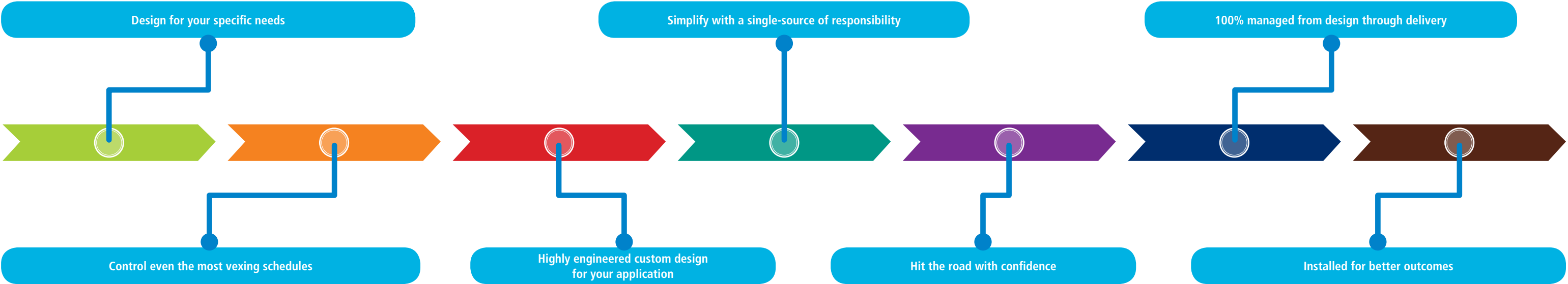


When building for today with an eye toward tomorrow, pick the scalable solution. Our team works directly with you to design a central plant that is the right solution for your building demands today and can accommodate expansion in the years ahead. Everything is included, from cooling tower structure, piping and wiring to pipe insulation and valve tags to provide you a complete solution.

Your project is brimming with moving parts; your central plant doesn't have to be. Our MCP solutions integrate the highest efficiency components through a comprehensive design, delivery process, all coordinated by a single team. Breathe easier with a single go-to resource for your project.



Our team has you covered from product design, production, testing to installation, reassembly, and start-up. Our team coordinates all aspects of your central plant execution, reducing coordination effort, yielding better outcomes and easing anxiety. This allows you to focus your efforts on your business.



We understand project schedule constraints. Whether you need to complete the project prior to the school year or have a mission-critical operation and can't afford downtime, we match your requirements. Our team of experts mobilizes to provide a quality-engineered and tested MCP installed at your project site to meet even the most demanding project and commissioning schedules. Your central plant will be operational exactly when you need it.



Each modular central plant is custom designed and fabricated in our production facility by our certified team for your specific project. Engineered with the most efficient and highest performing components and materials, your MCP is ready to deliver savings. Before shipping to your site, each MCP is fully assembled and tested in the factory as a complete central plant.

Our team coordinates shipment, delivery, and reassembly of your central plant. This approach reduces coordination and project management effort compared to site-built central plants.



Daikin modular central plants are designed specifically to support your needs today and for the future, utilizing highly efficient components; expertly produced, installed and started; and supported over its life. You can rest assured that your central plant will provide you many years of reliable operation.



# Creating better outcomes for our customers



## Tulsa Hard Rock Hotel & Casino doubles down on Daikin modular central plants

Money is the name of the game in the casino business. Hard Rock was looking for an HVAC solution and partner that could match new and retrofit requirements with a fast and economical installation. This need was a prime match for Daikin's MCP solution, needed to serve the facility's newest hotel tower and three casino areas. Since installation, HVAC system has been running 24/7 without any service disruptions creating better, more comfortable air for all casino and hotel guests.

## Herakles Data gains capacity and energy savings with mission-critical installation

Herakles Data of Sacramento, California, offers uninterruptible power, improved cooling and redundant internet bandwidth to its co-location customers seeking to outsource their primary or disaster recovery IT infrastructure. With rapid business growth, the company had outgrown the capacity of its existing four air-cooled Daikin chillers, requiring additional capacity. With California's Title 24, the facility needed to find an alternative cooling solution, making Daikin's pre-engineered and pre-assembled modular central plants the best option. Six MCPs were installed to cool the 52,500 square foot data center providing a 22% reduction in energy usage from the previous system.



## Pima Community College unlocks energy cost savings

With busy year-round school schedules, downtime is not an option for Pima Community College, especially with its location in Tucson, Arizona. The 60-acre campus in southwest Tucson serves 4,000 students in a number of disciplines including aviation, computers, culinary arts and early education. Pima selected Daikin MCP because of process excellence, needing a solution that was pre-engineered and pre-assembled causing minimal disruption to the facility while maintaining a fast-track schedule. Not only does the MCP deliver 40% energy cost savings, it also qualified for an incentive program from Tucson Electric Power reducing the school's investment cost.

## The industry leader in environmental solutions

Daikin Applied is committed to sustainable practices as part of our corporate culture. We believe it is the right thing to do for our customers, our community, the environment and ourselves. As the global HVAC leader, Daikin Applied has a unique opportunity to make a difference in sustainable initiatives and continue to lead the industry in environmental solutions.



To learn more about Modular Chiller Plants, contact your local Daikin Applied sales office or visit [DaikinApplied.com](http://DaikinApplied.com).





## CASE STUDY

### K-12 Education

#### Facility at a glance

##### Name

Chaparral High School

##### Location

Scottsdale, AZ USA

##### Facility size

320,000 ft<sup>2</sup> facility

##### Issue

A fast-track, multi-phased construction schedule with energy efficiency goals

##### Solution

Daikin Modular Central Plant equipped with two 475-ton centrifugal chillers

*Since the commissioning of the Daikin Modular Central Plant in early summer 2007, Chaparral High School has seen electrical savings of \$8000 a month over its old system, even with the expanded size of the school campus.*

## Daikin Modular Central Plant Improves Efficiency and Reduces Construction Costs at Chaparral High School

The ability to meet a fast-track, multi-phased construction schedule and energy efficiency goals were critical factors in the selection of a Daikin Modular Central Plant to air condition Chaparral High School in Scottsdale, Arizona. Beating the desert heat and quiet operation were also key considerations for the large school rebuilding project. The central plant delivers on all bases, bringing significant operational savings to the new campus.

When all phases are complete, the new Chaparral High School campus will span approximately 320,000 ft<sup>2</sup> across nearly a dozen buildings, some old and some new. David Peterson, assistant superintendent of the Scottsdale Unified School District, explains that demolition started in June 2006 on many of the 1970s-built campus facilities. "Construction is multi-phased over a three-year period in order to allow the school to be fully operational during the school year."

### Critical Timing and Cost Control

During the summer of 2007, the installation and start-up of a Daikin Modular Central Plant equipped with two 475-ton centrifugal chillers, was made within a short time frame. This allowed newly constructed buildings to be cooled, even during finishing stages, and to serve existing buildings until their replacement or refurbishment. Peterson says Daikin demonstrated it could meet the tight construction schedule. "With having to keep 2,000 students in their seats to learn, we didn't have the luxury of the plant not functioning. And with construction costs continually increasing, it's critical to get our projects built on time and within budget."

Peterson credits Daikin and installing contractor Tri City Mechanical for the successful installation and commissioning of the Modular Central Plant following its delivery to the school in May 2007. "It's important that you look at all aspects of a project. We just felt very comfortable that we had a good contractor and a good equipment manufacturer."

The Scottsdale School District's initial experience of packaged central plants was not positive. Units from another manufacturer were installed at another school within the district. Quality problems, delivery delays and a time-consuming installation process caused the district to turn elsewhere when the next construction process arose.

Daikin Modular Central Plants are delivered pre-engineered and pre-assembled, complete with chillers, pumps, cooling towers and interconnected piping. Units are shipped to the job site for final assembly, bypassing the need for traditional "site built" cooling plants. According to the Daikin sales representative on the project team, Daikin's ability to have a full plant delivered on time and with minimal on-site assembly drove the school district's decision to specify the unit in its energy efficient design plan.

"Daikin launched the Modular Central Plant design in 2005 and since then, school districts all over the country are talking about the systems because of quality of workmanship and continued design improvements," says Tom Marek, project director at Tri City Mechanical in Chandler, Arizona.

## Meeting the Schedule

The project team seamlessly integrated the Daikin Modular Central Plant with all new underground piping and valves. Marek explains the entire installation process took about three weeks for bolting, wiring and piping hookups. "It was complicated because installation needed to be completed in a short amount of time and we had to coordinate with other contractors such as electricians." The plant runs on a decoupled primary-secondary pumping system without heating functionality. The Chaparral buildings use electric heaters, given the minimal heating requirement for the Arizona climate.

Starting up and commissioning the Daikin Modular Central Plants to serve the new campus over a multi-phase construction schedule upped the service and timing ante, Marek notes. For example, initial start-up of the equipment in the summer of 2007 included a temporary hookup so the new gymnasium and other buildings could be finished. "The gymnasium had to be climatized first so the gymnasium flooring could be installed," Marek says.



*The Modular Central Plant at Chaparral High School features two energy efficient, 475-ton Daikin centrifugal chillers.*

The Daikin Modular Central Plant is internally controlled, and is run from a single control panel using the BACnet® open standard communication protocol, tied into the school's Alerton® building automation system. With an eye on fighting high humidity and heat while ensuring energy efficiency, Peterson says the controls integrate well with the school's demand ventilation system. "Indoor air quality for us is a major concern. We develop our systems for demand ventilation which brings in fresh air as needed when we have elevated CO<sub>2</sub> levels. We open outside air dampers as needed to balance the air."

The plant and two cooling towers are situated next to a large gymnasium and the athletic field on the compact campus. The design of the Daikin Modular Central Plant helps contain noise and its overall low noise rating was a selection consideration. "You don't want to have a machine roaring while parents are at a varsity baseball game or having noise travel across the field to homes," Peterson says.

## Double-Digit Savings

Since the commissioning of the Daikin Modular Central Plant in early summer 2007, Chaparral High School has reaped savings compared to its prior system in the old facilities, even given its larger footprint. "To date, we've added 30,000 square feet and we've reduced electrical usage by approximately 100,000 kilowatt hours on a monthly basis which equates to saving \$8,000 in electrical costs the first month," Peterson says.

The Chaparral High School construction project will be completed in August 2008, ready for the new school year. Upon completion of all the new or refurbished buildings tied to the Daikin Modular Central Plant – six new buildings and three refurbished buildings, including an expanded auditorium – the school anticipates savings of 12 percent annually. "And that's with a total of 70,000 additional square feet over the old facilities," Peterson adds.

## A Well-Schooled Customer

The Scottsdale Unified School District wasn't reluctant to try its first Daikin Modular Central Plant because it's already a Daikin customer with a dozen other Daikin chillers in use throughout the district. As a result of the installation at Chaparral and past experience with Daikin equipment, the school district remains sold on Daikin, Peterson says. He notes that scalability played into the decision to select the modular central plant given any future expansion. "The fact that we can expand the plant and add more capacity to it is important," he concluded. "The advantages with Daikin are you are getting a superior, quality piece of equipment that's good for the long term."



*The Modular Central Plant at the school includes a plate-and-frame heat exchanger with secondary pumping.*



## CASE STUDY: Higher Education



Pima Community College is one of the largest multi-campus community colleges in the country and continues to grow.

## MCP Delivers Cost Savings and Classroom Space

### ISSUE:

Given busy year-round school schedules, timelines are important for educational institutions when considering HVAC equipment replacement projects. Such was the case at the Desert Vista campus of the growing Pima Community College system of Tucson, AZ, one of the largest multi-campus community college systems in the country. The 60-acre campus in southwest Tucson serves 4,000 students in a number of disciplines including aviation, computers, culinary arts and early education.

After 35+ years of operation, the two chillers and the boiler system on the campus were inefficient. And, they were also starting to develop reliability problems and rising maintenance costs, an unacceptable situation in a college that operates year-round in a desert climate.

### SOLUTION:

Following a long discovery process, the decision to go with Daikin's Modular Central Plant (MCP) to serve two main buildings across approximately 128,998 ft<sup>2</sup> of classroom and facilities space became the clear choice. "The project was approved on the basis of the advantages of a packaged central plant versus a site-built central plant for installation cost savings and minimal disruption to the facility while maintaining a fast-track schedule. Daikin demonstrated extraordinary cost savings over other solutions," says William Ward, assistant vice chancellor for facilities at Pima Community College in Tucson, adding, "While the Pima Community College system always strives for energy efficiency, the biggest criteria for this project was timing."

Another bonus of the packaged central plant configuration is its external placement, which freed up valuable classroom space at Desert Vista. The Daikin Modular Central Plant (MCP), including cooling towers are located in an enclosed service yard just off the northwest corner of the Pueblo building, is the larger of the two buildings on campus. Ward says: "The elimination of the chiller and boiler rooms in the Pueblo building allows us to expand our science lab and classroom space by about 1,850 square feet."



#### NAME:

Pima Community College

#### LOCATION:

Tucson, AZ, USA



#### FACILITY SIZE:

128,998 ft<sup>2</sup>



#### ISSUE:

Inefficient 35+ year old chillers and boiler system



#### SOLUTION:

Daikin Modular Central Plant (MCP) with Magnitude® chillers

## SOLUTION (CONTINUED):

The Daikin MCP was delivered to the campus in pre-engineered, pre-assembled modules. Two of the modules included two magnetic bearing 300-ton capacity Daikin Magnitude® chillers and two cooling towers to replace the chilled water central plant. The third module included energy-efficient sealed combustion boilers to provide both heating and domestic hot water. The unique design of the system also incorporates solar panels to supplement the heating of the domestic water at the campus. The solar panels are located on top of the domestic and heating water's module. Project owner William Ward first learned about Daikin's Magnitude® chiller technology a few years prior in a trade magazine and was highly interested to learn more. The magnetic-bearing frictionless centrifugal compressors of Magnitude, which operate efficiently at a variety of load capacities, impressed him. Ward was also impressed by the elimination of an oil handling system offering reduced maintenance and repair costs compared to traditional centrifugal compressor chillers.

Ward credits the success of the project to the skillful orchestration of the Daikin team, installing contractor, engineering, and architectural services firms. Pima Community College selected architectural firm NTD in Tucson to oversee the entire project including designing the expanded classroom space and other building modifications. Michael Harris, architect with NTD Architecture says:

"The main challenge was the tight timeframe under a qualification-based procurement system. The project needed to prove it wasn't just the lowest price but the best solution. Daikin really went the extra steps to keep the project moving."



Two 300-ton Daikin Magnitude chillers and cooling towers replaced Pima's outdated chilled water central plant.

## OUTCOME:

Desert Vista Pima Community College's upgrade to high efficiency chiller technology qualified for an incentive program from Tucson Electric Power, reducing the college investment in the new equipment, in addition to the operating cost savings. All told, energy savings from the new Daikin plant versus a traditional central plant are significant. For starters, the new MCP reaps a significant reduction in electrical power costs over the college's traditional central plant. Natural gas costs are also reduced from the energy-efficient boilers inside the MCP, aided by the use of the solar panels for domestic hot water. "The Daikin MCP runs great at low loads or high

loads. I'm expecting our overall energy costs associated with heating and cooling will be greatly reduced, up to 40 percent or more," Ward says.

Ward says the Daikin chiller technology and hot-water heating contained in one MCP is a win-win for the Pima Community College system and the college will definitely consider the technology for future replacement projects. "It has been a great partnership with Daikin. From the design group to the sales group and the contractor and the product itself, it was all phenomenal."



The Modular Central Plant includes solar panels used to heat domestic water, further increasing energy costs savings.

**"I'm expecting energy costs associated with heating and cooling will be greatly reduced, up to 40 percent or more."**

— William Ward, Facilities Assistant Vice Chancellor, Pima Community College



Value Add
Daikin Applied Rental Chillers

## Weather the unexpected with a Daikin Rental Chiller

Daikin Applied rental chillers and temporary cooling capabilities are at your service throughout the United States. Daikin offers a complete package with your rental chiller, including everything you need to get your cooling up and running. And, each rental is backed by our factory-trained service team, on call to support you 24/7.

- 30-550 tons
- Industry-leading efficiency and proven technology
- 24-hour turnaround on available inventory
- 8-hour average set up with on-site experts
- Comprehensive package, including pumps, flexible water piping connections and electrical hookups

## Temporary Cooling Chillers for Planned Situations

When you need to boost your primary cooling system with supplemental cooling, Daikin chillers fit the bill. Our chiller experts can specify the supplemental cooling system required to support any situation you're experiencing:

- System maintenance
- Building expansion
- Heat generation from server rooms and IT equipment
- Seasonal load swings from weather or staff changes
- Contingency plans

## Our Chiller Experts

Our factory-trained technicians work on-site to install your rental chiller and get your project up and running in as little as 8 hours. When downtime is not an option, Daikin chiller rentals are your solution with proven, advanced technology at the ready.

## Applications

### Retrofit/Replacement of Older Equipment

Daikin temporary cooling makes it possible for your facility to maintain full cooling capabilities during retrofit, renovation, or replacement.

### Emergencies

Whether a natural disaster and/or an equipment failure takes your cooling system down, Daikin temporary cooling can get you up and running with haste!

### Standby Cooling

Standby cooling for critical applications and processes is another use for temporary cooling. A temporary cooling system is sometimes used to back-up manufacturing, and chemical processes, or when a hospital's required system redundancy has been reduced.



### **Planned Maintenance on Cooling Equipment**

Daikin Temporary cooling is an excellent way to supply cooling during planned equipment maintenance, which elevates the time pressure to get your primary cooling system back online. In this way, the work can be completed correctly the first time, and avoid costly overtime.

### **Supplemental Cooling**

When the cooling demand of your facility or process exceeds your current system's capacity because of record high temperatures or changes to the cooling requirements, Daikin Temporary cooling can be used to increase your cooling output. By eliminating the need to purchase additional cooling equipment that might be only used part of the year, you save on capital expenditures.

## **Quality, Reliable and Efficient Systems**

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All Daikin temporary cooling products are engineered for flexibility and performance - offering options and features not typically included with temporary cooling packages. A Daikin temporary cooling package can help solve your immediate specific cooling needs. Every component, from the chiller to the pumps, is continuously tested, and maintained to assure peak performance. That way you are assured a reliable system, when you need temporary cooling.

To assist in supporting the business goals and facility needs of our customers, Daikin Applied offers rental equipment. Today Daikin Applied Aftermarket Products offer standardized equipment designs, pricing guidelines, support literature, equipment procurement and consultation services to support the rental equipment business.



# Rental chillers



## Providing long or short-term cooling



### Why use temporary cooling from Daikin?

Daikin provides long or short-term cooling solutions for a wide variety of industrial and commercial applications. Daikin delivers with reliable products, knowledgeable applications expertise, and responsive support. Daikin is the largest air conditioning, heating, ventilating, and refrigeration (HVACR) company in the world. We have earned a worldwide reputation of providing HVAC systems that can save you money while providing optimal overall system performance and occupant comfort.

## Planned or unplanned, there are many reasons to use temporary cooling:

- **Retrofit/replacement of older equipment**  
Daikin temporary cooling makes it possible for your facility to maintain full cooling capabilities during retrofit, renovation, or replacement.
- **Emergencies**  
Whether a natural disaster and/or an equipment failure takes your cooling system down, Daikin temporary cooling can get you up and running with haste!
- **Standby cooling**  
Standby cooling for critical applications and processes is another use for temporary cooling. A temporary cooling system is sometimes used to back-up manufacturing, and chemical processes, or when a hospital's required system redundancy has been reduced.

- **Planned maintenance on cooling equipment**  
Daikin Temporary cooling is an excellent way to supply cooling during planned equipment maintenance, which elevates the time pressure to get your primary cooling system back on line. In this way, the work can be completed correctly the first time, and avoid costly overtime.
- **Supplemental cooling**  
When the cooling demand of your facility or process exceeds your current system's capacity because of record high temperatures or changes to the cooling requirements, Daikin Temporary cooling can be used to increase your cooling output. By eliminating the need to purchase additional cooling equipment that might be only used part of the year, you save on capital expenditures.

# Solve your immediate specific cooling needs



## Quality, reliable and efficient systems

All Daikin temporary cooling products are engineered for flexibility and performance - offering options, and features not typically included with temporary cooling packages. A Daikin temporary cooling package can help solve your immediate specific cooling needs. Every component, from the chiller to the pumps, is continuously tested, and maintained to assure peak performance. That way you are assured a reliable system, when you need temporary cooling. Our goal is to help you meet your operational requirements, while providing comfortable and sustainable building environments.

For more information about our complete line of rental products, contact your local Daikin Applied sales office or visit [www.DaikinApplied.com](http://www.DaikinApplied.com) to find an office near you.



# Contingency Planning for Schools



You have enough to deal with when things are going right.

## **"The Plan"**

Having a contingency plan is more than making a list of the equipment that you need to rent until your system is able to get back on line. It is preparing your facility to be rental-ready. Identifying the risks and making certain that the appropriate connections are in place so temporary cooling can be connected quickly, this is essential to having a complete contingency plan.

Daikin Rental Solutions has created a program that helps educational institutions develop contingency plans for their critical HVAC systems. This entails an evaluation of the school's cooling and power systems to identify potential sources of failure. The next step is developing a blueprint to show where the connections are made, where the equipment goes, and how to get it there.

If temporary cooling equipment is required, the plan can be commissioned at a moment's notice. The goal is to minimize downtime and reduce the risk of financial loss and educational services disruption due to a loss of your facility's HVAC system.



## **Plan Layout**

Financial risk analysis

Risk assesment

Equipment identification

Prioritization

System connection

Power availability

Electrical connection

Temporary equipment location

Plan creation

Implement and review

# Solutions from people & ideas you can trust.

## Knowing your risk

Many aspects of facility management can be handled proactively through proper design and ongoing maintenance. In times when the unexpected occurs, such as natural disasters, mechanical failures, power outages, and or fire can leave your facility in an unexpected outage situation.

The outage can cause:

- A classroom environment that is difficult to learn in
- Loss of instructional days
- Damage to classroom equipment and supplies
- An extended school year

Being able to respond quickly and get your HVAC system working can make all the difference. With the proper plan in place, you can significantly reduce the time it takes to get your school back up and running. With a predetermined contingency plan, help is just a phone call away. Daikin Applied is ready to respond 24/7/365 to get you back up and running as soon as possible.

## Responses beyond emergencies

Daikin Applied can provide rental chillers when you need extra cooling during peak season, when you want redundancy, to supply cooling during planned maintenance, or to make it possible for your facility to maintain full cooling capabilities during retrofit, renovation, or replacement of older equipment.

## Services beyond rental

Daikin Applied, as part of the #1 global air conditioning company, understands the importance of providing world class HVAC service, support, and solutions for customers. Daikin Applied has the expertise to evaluate and recommend system upgrades that modernize your existing building within the scope of the Leadership in Energy and Environment Design (LEED) program. Our technicians optimize your current HVAC system to get the most efficient system possible to provide you with energy savings.

## Equipment replacement

Old, inefficient equipment can be replaced with new technology that offers significantly reduced operating costs. Engineered turnkey assessments and solutions provide the most efficient cost savings equipment or system upgrade, installed seamlessly to get you running efficiently and saving money.

## Get your customer plan today

Daikin Applied has a solution for you. To start preparing your contingency plan, or to learn more about available services call 1-800-432-1342. For more information on our complete product lines, visit [www.DaikinApplied.com](http://www.DaikinApplied.com) or to find an office near you.



For more information about our complete line of Parts and Service, contact your local Daikin Applied Service or visit [www.DaikinApplied.com](http://www.DaikinApplied.com) to find an office near you.



*Daikin Service Group's rental chillers allow mission-critical facilities to stay operational during HVAC upgrades*

## CASE STUDY

### Data Center

#### Facility at a glance

##### Name

Waste Management Data Center

##### Location

Austin, TX USA

##### Facility size

40,385 ft<sup>2</sup> facility

##### Issue

2N redundant chiller capacity to support live data center during replacement

##### Solution

Temporary Daikin Applied 300-ton AGS air cooled chiller

## Daikin Applied Rental Chiller Supports Mission-critical Operations for Waste Management During Upgrade

### Issues

A major upgrade to the infrastructure to Waste Management Inc.'s critical production data center in Austin, Texas necessitated the replacement of two 400-ton chillers, concurrent with other HVAC and mechanical upgrades. Daikin Applied supplied two latest-generation 400-ton Pathfinder® chillers to replace the 2002-built facility's original chillers. In order to keep operations live during the two-phased replacement process and meet 2N redundancy requirements, Daikin Applied also provided a temporary chiller.

### Solution

A trailer-mounted Daikin Applied 300-ton AGS air cooled chiller was temporarily installed at one of the building's dock bays for the duration of the upgrade in summer 2014. "The temporary cooling was seamless," says Carlton Griffis, senior project manager with Alcatex, Inc. data center design-build specialist. "The Daikin Applied Service Group team attached the unit to an emergency coupler location so the water loop could be brought online seamlessly."

The chiller replacements were staged over June and July 2014. "It was particularly critical to have the standby chiller available during the decommissioning process of the first original chiller when the first of two new chillers was installed," says Kenneth Morgenroth, service sales representative with Daikin Applied in San Antonio who spearheaded the chiller replacement project.

Adds Randy Zadow, product manager for rental chillers, Daikin Applied: "Having the rental chiller on site gave the customer a comfort level in the event that something should go wrong, their operations would continue."

### Outcome

Ultimately, the standby chiller was not put into active service and contributed to zero downtime during the multi-phased infrastructure upgrade. Brian Kirkpatrick, director of infrastructure operations at Waste Management, credits the planning and communication of the entire project team, noting it's unusual to stay live during a complex chiller change-out. "It's a testament to our entire team from our Waste Management staff, the Alcatex team and the Daikin Applied Service Group that the whole project was successfully completed with an operating data center," he concludes.



*Waste Management data center facility, Austin, Texas*

## Human Centric Mission

PlanLED's mission is to improve human life while reducing carbon. By changing the focus of energy projects from sustainability mandate to human factors, we can communicate a compelling business case for all lighted environments. It is our mission to change the world by spreading Human Centric Sustainability.

## Innovation from the Heart

PlanLED partners with world-class electronics manufacturers to develop research applied lighting products. Converging the research findings with the most advanced SSL technology, we have been introducing groundbreaking lighting technologies that has advanced the quality of life in various types of lighted environments.

## Servant Leadership

PlanLED provides education, procurement and financing services for Energy Service Companies. By offering human centric values to improve sustainability business models of our ESCO partners, we can reach a larger market in a shorter period of time, thereby fulfilling our mission of spreading Human Centric Sustainability.

## What is Human Centric Lighting?

Human Centric Lighting (HCL) is the inclusion of visual and non-visual (circadian) needs of humans in the design of lighting projects. HCL reclaims daylight benefits to human health and performance while delivering visual acuity and comfort.

## SHINE

Educate and display the power of human centric lighting and make it universally affordable and simple.

Current light culture has chosen wrong color and intensity as our standard which can cause various health issues such as eye strains and headaches. It takes an education process (based on science and facts) to help people embrace a new light culture to improve the quality of life.

All the existing lighting technology is over 100 years old. New LED technology can control intensity, color (spectral quality) and distribution. Not all LED lights are the same. Proper installation of quality fixtures and education is necessary for both the end users and solutions provider.

**Human Centric.** PlanLED first company to bring Human Centric Lighting to sports, schools and corporate office and the co-founder of Human Centric Lighting Society (HCLS) which was founded in 2012.

**Education.** PlanLED's goal is to bring Human Centric Lighting to all schools to enhance our children's academic achievements while providing opportunities for our children to learn cause-driven leadership.

**Training.** PlanLED also strives to empower local lighting professionals by offering education and training in Human Centric Lighting, which in turn will create thousands of local jobs over next 20 years.

## HCL Research References

1. **Non-Visual or Non-Image Forming Responses from ipRGC** - In addition to allowing us to see, the human eye detects light for a range of behavioral and physiological responses separate and apart from sight. Light exposure to the eyes stimulates a range of responses in the brain and body including resetting the circadian (24-hour) body clock that controls daily rhythms of sleep, hormones, temperature, alertness and performance and other 24-hour rhythms; suppressing nocturnal melatonin production; elevating cortisol in the morning increasing heart rate and temperature at night; the pupil constriction response; and increasing alertness and performance during both day and night
  - 1.1. Zeitzer JM, Dijk DJ, Kronauer R, Brown E, Czeisler C. Sensitivity of the human circadian pacemaker to nocturnal light: melatonin phase resetting and suppression. *J Physiol.* 2000; 526 Pt 3:695-702.
  - 1.2. Lockley SW, Brainard GC, Czeisler CA. High sensitivity of the human circadian melatonin rhythm to resetting by short wavelength light. *J Clin Endocrinol Metab.* 2003;88:4502-4505.
  - 1.3. Phipps-Nelson J, Redman JR, Dijk DJ, Rajaratnam SM. Daytime exposure to bright light, as compared to dim light, decreases sleepiness and improves psychomotor vigilance performance. *Sleep.* 2003; 26(6):695-700.
  - 1.4. Cajochen C, Zeitzer JM, Czeisler CA, Dijk DJ. Dose-response relationship for light intensity and ocular and electroencephalographic correlates of human alertness. *Behav Brain Res.* 2000; 115(1):75-83.
  - 1.5. Rueger M, Gordijn MC, Beersma DG, de Vries B, Daan S. Time-of-day-dependent effects of bright light exposure on human psychophysiology: comparison of daytime and nighttime exposure. *Am J Physiol Regul Integr Comp Physiol.* 2006; 290(5):R1413-20.
  - 1.6. Münch M, Kobińska S, Steiner R, Oelhafen P, Wirz-Justice A, Cajochen C. Wavelength-dependent effects of evening light exposure on sleep architecture and sleep EEG power density in men. *Am J Physiol Regul Integr Comp Physiol.* 2006;290(5):R1421-8.
  - 1.7. Czeisler CA, Gooley JJ. Sleep and circadian rhythms in humans. *Cold Spring Harb Symp Quant Biol.* 2007;72:579-97.
  - 1.8. Gooley JJ, Ho Mien I, St Hilaire MA, Yeo SC, Chua EC, van Reen E, Hanley CJ, Hull JT, Czeisler CA, Lockley SW. Melanopsin and rod-cone photoreceptors play different roles in mediating pupillary light responses during exposure to continuous light in humans. *J Neurosci.* 2012;32(41):14242-53.

- 1.9. Rahman SA, Flynn-Evans EE, Aeschbach D, Brainard GC, Czeisler CA, Lockley SW. Diurnal spectral sensitivity of the acute alerting effects of light. *Sleep*. 2014;37(2):271-81.
2. These non-visual responses to light are mediated primarily by a part of the eye that was previously unknown to detect light called the retinal ganglion cell (RGC) layer. A small percentage of retinal ganglion cells are **intrinsically photosensitive (ipRGCs)** and contain a novel photopigment called melanopsin which is most responsive to short-wavelength (blue) visible light, with a peak sensitivity around 480 nm
  - 2.1. Brainard GC, Hanifin JP. Photons, clocks, and consciousness. *J Biol Rhythms*. 2005;20:314-325.
  - 2.2. Peirson S, Foster RG. Melanopsin: another way of signaling light. *Neuron*. 2006;49:3:331-339.
  - 2.3. Berson DM, Dunn FA, Takao M. Phototransduction by retinal ganglion cells that set the circadian clock. *Science*. 2002;295:5557:1070-1073.
  - 2.4. Dacey DM, Liao HW, Peterson BB, et al. Melanopsin-expressing ganglion cells in primate retina signal colour and irradiance and project to the LGN. *Nature*. 2005;433:7027:749-754.

### 3. Effects of blue light on non-visual responses in humans

- 3.1. Melatonin suppression. Many of the non-visual effects of light have been examined during night time light exposure. Substantial light exposure would not occur naturally at night and therefore the brain interprets light at night as an indication that it is daytime, and quickly tries to induce a daytime physiology. In humans, a day-active species, this means that light promotes day-like physiology such as higher temperature and heart rate, greater alertness and brain activation, and suppression of the hormone melatonin. (Note in rats, a nocturnal species, light at night induces inactivity and sleep as well as suppressing melatonin, consistent with their day-time physiology). Melatonin is a hormone that is only produced during the night and represents the biochemical signal of darkness and season (by changing the duration of secretion with the duration of night).

- 3.1.1. Two separate studies (Brainard et al., 2001; Thapan et al., 2001) showed that the melatonin suppressing effects of light were most sensitive to short-wavelength (blue) light (~460 nm) and did not match the spectral sensitivity for human rod (night-time) vision or cone (color, daytime) vision, or the absorption spectra for the individual short, middle and long wavelength sensitive cones.
- 3.1.2. Brainard GC, Hanifin JP, Greeson JM, et al. Action spectrum for melatonin regulation in humans: evidence for a novel circadian photoreceptor. *J Neurosci.* 2001;21:16:6405-6412.
- 3.1.3. Thapan K, Arendt J, Skene DJ. An action spectrum for melatonin suppression: evidence for a novel non-rod, non-cone photoreceptor system in humans. *J Physiol.* 2001;535(Pt 1):261-267.
- 3.1.4. Polychromatic white light enriched in the blue wavelengths (high CCT lamps, 5000-6500K) are more effective at suppressing melatonin than lower CCT lamps (2300K-3000K) (Morita and Tokura, 1996; Kozaki et al., 2008; Brainard et al., 2015), and for melatonin suppression and alertness enhancement at lower lux levels (Chellappa et al., 2011).
- 3.1.5. Morita T, Tokura H. Effects of lights of different color temperature on the nocturnal changes in core temperature and melatonin in humans. *Appl Human Sci.* 1996;15(5):243-6.
- 3.1.6. Kozaki T, Koga S, Toda N, Noguchi H, Yasukouchi A. Effects of short wavelength control in polychromatic light sources on nocturnal melatonin secretion. *Neurosci Lett.* 2008;439(3):256-9.
- 3.1.7. Brainard GC, Hanifin JP, Warfield B, Stone MK, James ME, Ayers M, Kubey A, Byrne B, Rollag M. Short-wavelength enrichment of polychromatic light enhances human melatonin suppression potency. *J Pineal Res.* 2015; 58(3):352-61
- 3.1.8. Chellappa SL, Steiner R, Oelhafen P, Lang D, Götz T, Krebs J, Cajochen C. Acute exposure to evening blue-enriched light impacts on human sleep. *J Sleep Res.* 2013;22(5):573-80.

- 3.1.9. Blue-light sensitivity has also been demonstrated for circadian clock resetting, both for phase delay shift following light exposure during the night (Lockley et al., 2003; Rueger et al., 2013) and for phase advance shifts after early morning light exposure (Warman et al., 2003; Revell et al., 2005; Rueger et al., 2013), a property useful in resetting the clock following jetlag or shiftwork.
- 3.1.10. Lockley SW, Brainard GC, Czeisler CA. High sensitivity of the human circadian melatonin rhythm to resetting by short wavelength light. *J Clin Endocrinol Metab.* 2003;88:4502-4505.
- 3.1.11. Rueger M, St Hilaire MA, Brainard G, Khalsa SB, Kronauer RE, Czeisler CA, Lockley SW. Human phase response curve to a single 6.5-h pulse of short-wavelength light. *J Physiol (Lond)* 2013; 591(Pt 1):353-63.
- 3.1.12. Warman VL, Dijk DJ, Warman GR, et al. Phase advancing human circadian rhythms with short wavelength light. *Neurosci Lett.* 2003;342:37-40.
- 3.1.13. Revell VL, Arendt J, Terman M, Skene DJ. Short-wavelength sensitivity of the human circadian system to phase-advancing light. *J Biol Rhythms.* 20, 270-2, 2005.
4. **Alerting effects of light.** In addition to resetting the clock, light is a direct stimulant and blue and blue-enriched white light have been shown to preferentially alert the brain compared to other wavelengths. **Many studies have demonstrated the acute effects of light at night on subjective alertness ratings and performance, including simulated driving performance** (Cajochen et al., 2005; Revell et al., 2006; Lehl et al., 2007; Figueiro et al., 2007; 2009; Phipps-Nelson et al., 2009; Chellappa et al., 2011; Rahman et al., 2014). Short-wavelength light is also able to change the power of electroencephalogram (EEG)-derived frequencies that indicate a more alert state (Lockley et al., 2006; Figueiro et al., 2009), preferentially suppressing delta/theta activity (0.5-5 Hz) and enhancing high-alpha frequencies (9.5-10.5 Hz) as compared to longer-wavelength green or red light exposure.
- 4.1. Cajochen C, Münch M, Kobińska S, et al. High sensitivity of human melatonin, alertness, thermoregulation, and heart rate to short wavelength light. *J Clin Endocrinol Metab.* 2005;3:1311-1316.

- 4.2. Revell VL, Arendt J, Fogg LF, Skene DJ. Alerting effects of light are sensitive to very short wavelengths. *Neurosci Lett.* 399, 96-100, 2006.
- 4.3. Lehl S, Gerstmeier K, Jacob JH, Frieling H, Henkel AW, Meyrer R, Wiltfang J, Kornhuber J, Bleich S. Blue light improves cognitive performance. *J Neural Transm.* 2007;114(4):457-60.
- 4.4. Figueiro MG, Bierman A, Plitnick B, Rea MS. Preliminary evidence that both blue and red light can induce alertness at night. *BMC Neurosci.* 2009;10:105.
- 4.5. Figueiro MG, Bullough JD, Bierman A, Fay CR, Rea MS. On light as an alerting stimulus at night. *Acta Neurobiol Exp (Wars).* 2007;67(2):171-8.
- 4.6. Phipps-Nelson J, Redman JR, Schlangen LJ, Rajaratnam SM. Blue light exposure reduces objective measures of sleepiness during prolonged nighttime performance testing. *Chronobiol Int.* 2009;26(5):891-912.
- 4.7. Chellappa SL, Steiner R, Blattner P, Oelhafen P, Götz T, Cajochen C. Non-visual effects of light on melatonin, alertness and cognitive performance: can blue-enriched light keep us alert? *PLoS One.* 2011;6(1):e16429.
- 4.8. Rahman SA, Flynn-Evans EE, Aeschbach D, Brainard GC, Czeisler CA, Lockley SW. Diurnal spectral sensitivity of the acute alerting effects of light. *Sleep.* 2014;37(2):271-81.
- 4.9. Lockley SW, Evans EE, Scheer FA, et al. Short-wavelength sensitivity for the direct effects of light on alertness, vigilance and waking electroencephalogram in humans. *Sleep.* 2006;29:161-168.
- 4.10. The alerting effects of blue-enriched light in the evening can persist for several hours after the lights are turned off and can make it harder to fall asleep, decrease the amount slow wave deep sleep and alter REM sleep, necessary for learning and memory (Munch et al., 2006; Chellappa et al., 2011; 2013; Chang et al., 2014). Relatively low levels of light (~30-100 lux) can induce these effects, levels easily achieved by interior lighting or electronic devices (Cajochen et al., 2000; Chellappa et al., 2011; 2013; Gooley et al., 2011; Chang et al., 2015).
- 4.11. Münch M, Kobiałka S, Steiner R, Oelhafen P, Wirz-Justice A, Cajochen C. Wavelength-dependent effects of evening light exposure on sleep architecture and

- sleep EEG power density in men. *Am J Physiol Regul Integr Comp Physiol*. 2006;290(5):R1421-8.
- 4.12. Chellappa SL, Steiner R, Blattner P, Oelhafen P, Götz T, Cajochen C. Non-visual effects of light on melatonin, alertness and cognitive performance: can blue-enriched light keep us alert? *PLoS One*. 2011;6(1):e16429.
- 4.13. Chellappa SL, Steiner R, Oelhafen P, Lang D, Götz T, Krebs J, Cajochen C. Acute exposure to evening blue-enriched light impacts on human sleep. *J Sleep Res*. 2013;22(5):573-80.
- 4.14. Chang AM, Aeschbach D, Duffy JF, Czeisler CA. Evening use of light-emitting eReaders negatively affects sleep, circadian timing, and next-morning alertness. *Proc Natl Acad Sci USA*. 2015; 112(4):1232-7
5. Many of the published studies to date have explored the spectral sensitivity of light exposure on non-visual responses during the night. While it is known that white light can improve alertness in sleep-deprived people during the day (e.g., Phipps-Nelson et al., 2003; Rueger et al., 2006), short-wavelength blue light (460nm) during the day can improve reaction time and lapses of attention compared to the same photon density of 555 nm green light, although subjective ratings of sleepiness did not differ. These performance-enhancing effects were accompanied by suppression of activity in the theta/low alpha frequency band (6-9 Hz), a response indicative of higher alertness and consistent with previous white light studies during the night (Cajochen et al., 2000). A number of functional magnetic resonance imaging (fMRI) studies have shown that short exposures to blue light (< 1 minute) can activate brain areas involved in alertness, arousal and mood more easily than violet or green light, suggesting that the melanopsin-based photoreception is also active in the day-time (see Vandewalle et al., 2009 for review).
- 5.1. Phipps-Nelson J, Redman JR, Dijk DJ, Rajaratnam SM. Daytime exposure to bright light, as compared to dim light, decreases sleepiness and improves psychomotor vigilance performance. *Sleep*. 2003; 26(6):695-700.

- 5.2. Rueger M, Gordijn MC, Beersma DG, de Vries B, Daan S. Time-of-day-dependent effects of bright light exposure on human psychophysiology: comparison of daytime and nighttime exposure. *Am J Physiol Regul Integr Comp Physiol*. 2006; 290(5):R1413-20.
- 5.3. Cajochen C, Zeitzer JM, Czeisler CA, Dijk DJ. Dose-response relationship for light intensity and ocular and electroencephalographic correlates of human alertness. *Behav Brain Res*. 2000; 115(1):75-83.
- 5.4. Vandewalle G, Maquet P, Dijk DJ. Light as a modulator of cognitive brain function. *Trends Cogn Sci*. 2009 Oct;13(10):429-38.
6. While melanopsin is the primary photopigment mediating these responses to light, the rods and cones that we use to see also contribute to the responses under certain circumstances (Dkhissi-Benyahya et al., 2007; Dollet et al., 2010; Gooley et al., 2010; Altimus et al., 2011).
- 6.1. Dkhissi-Benyahya O, Gronfier C, De Vanssay W, Flamant F, Cooper HM. Modeling the role of mid-wavelength cones in circadian responses to light. *Neuron*. 2007;53(5):677-87.
- 6.2. Dollet A, Albrecht U, Cooper HM, Dkhissi-Benyahya O. Cones are required for normal temporal responses to light of phase shifts and clock gene expression. *Chronobiol Int*. 2010;27(4):768-81.
- 6.3. Gooley JJ, Rajaratnam SM, Brainard GC, Kronauer RE, Czeisler CA, Lockley SW. Spectral responses of the human circadian system depend on the irradiance and duration of exposure to light. *Sci Transl Med*. 2010;2(31):31ra33.
- 6.4. Altimus CM, Güler AD, Alam NM, Arman AC, Prusky GT, Sampath AP, Hattar S. Rod photoreceptors drive circadian photoentrainment across a wide range of light intensities. *Nat Neurosci*. 2010;13(9):1107-12.
7. Two major lines of research have converged in the last 20 years to bring us to the point today **where light can practically be used in a range of applications to improve alertness, performance, and sleep**. The discovery of a novel photoreceptor in the mammalian eye is a paradigm shift in the neuroscience field and has unlocked our understanding of how light is

detected for a wide range of non-visual responses to light. At the same time, rapid developments in lighting technology now mean that it is relatively straightforward to produce a light source that can be programmed to produce sophisticated changes in light spectrum, intensity, pattern and timing. These two advances now make it possible to provide lighting that is optimized for both the visual and non-visual responses to light. **Light is a powerful modulator of behavior and can be used by the school districts to optimize the learning environment.**

- 8. Research Based Design for Educational Facilities:** It is essential for us to find a practical balance that delivers non-visual benefits at an affordable price. We are applying the research findings through the following design strategy.

**8.1.** Provide blue-enriched light for daytime environment. This applies to all classrooms and gymnasiums as the spectral characteristic of daylight remains blue-enriched throughout the day.

**8.1.1.** For non-tunable system for daylight activities, we are recommending 5000K with minimum of 80 CRI, e.g., gymnasium, weight room, and woodshop. This design has also been applied for Trail Blazers workout room, Denver Nuggets practice court, Stanford University Maples Pavilion and New York Yankees batting cage.

**8.1.2.** For tunable applications, we are recommending the CCT range of 2700K ~ 6500K, e.g., classroom, music room, and computer room.

**8.1.2.1. 6500K/Focus – Recommended for first two periods and testing hours**

**8.1.2.2. 4,500~5000K/Learn – General classes**

**8.1.2.3. 3500K/Create – Music, Art or Discussions**

**8.1.2.4. 2700K/Rest – Break time or film viewing**

**HCL Training** – All HCL classes will be offered as online training with opportunities to attend workshops. Each session is made up of 15 minutes of online training.

### 1. Contractors

- 1.1. HCL 101 – Biological Effects of Lighting
- 1.2. HCL 201 – Designing Non-Visual Benefits of Lighting
- 1.3. HCL 103 – 24/7 HCL Guideline
- 1.4. HCL 202 – HCL Controls Guideline

### 2. Teachers

- 2.1. HCL 101 – Biological Effects of Lighting
- 2.2. HCL 103 – 24/7 HCL Guideline
- 2.3. HCL 104 – HCL for Classrooms
- 2.4. HCL 105 – HCL for Teenagers

### 3. Students

- 3.1. HCL 101 – Biological Effects of Lighting
- 3.2. HCL 103 – 24/7 HCL Guideline
- 3.3. HCL 105 – HCL for Teenagers
- 3.4. HCL 107 – HCL for Athletes

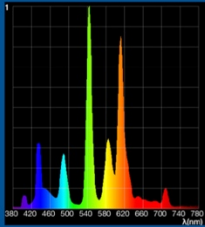
### 4. Video Samples of HCL Training


- 4.1. Cardinals Clubhouse Training - <https://vimeo.com/328123781>
- 4.2. Dr. Steve Lockley on HCL - <https://vimeo.com/259964023>
- 4.3. NASA Video on HCL - <https://youtu.be/HBtdbaSKexU>
- 4.4. NYC Public Schools - <https://vimeo.com/296577073>
- 4.5. John Hwang on HCL - <https://vimeo.com/199749559>
- 4.6. Dr. Doug Steel on HCL - <https://vimeo.com/268832358>
- 4.7. John Hwang on HCL Mission - <https://vimeo.com/358566390>
- 4.8. Corey Berhost on Sports Lighting - <https://vimeo.com/273130683>
- 4.9. US DOE ACC Care Center Study  
[https://www.youtube.com/watch?time\\_continue=2&v=lux5tYWC2cY&feature=emb\\_lo](https://www.youtube.com/watch?time_continue=2&v=lux5tYWC2cY&feature=emb_lo)  
[go](https://www.youtube.com/watch?time_continue=2&v=lux5tYWC2cY&feature=emb_lo)

5. Slide Deck Sample for HCL Training

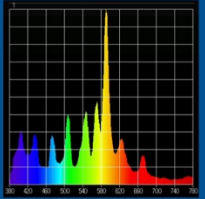
## CURRENT LIGHTING CONDITIONS AT SCHOOLS


- 3500k - Moon is 4100k
- Fixed Level
- Lower CRI
- Invisible Flicker





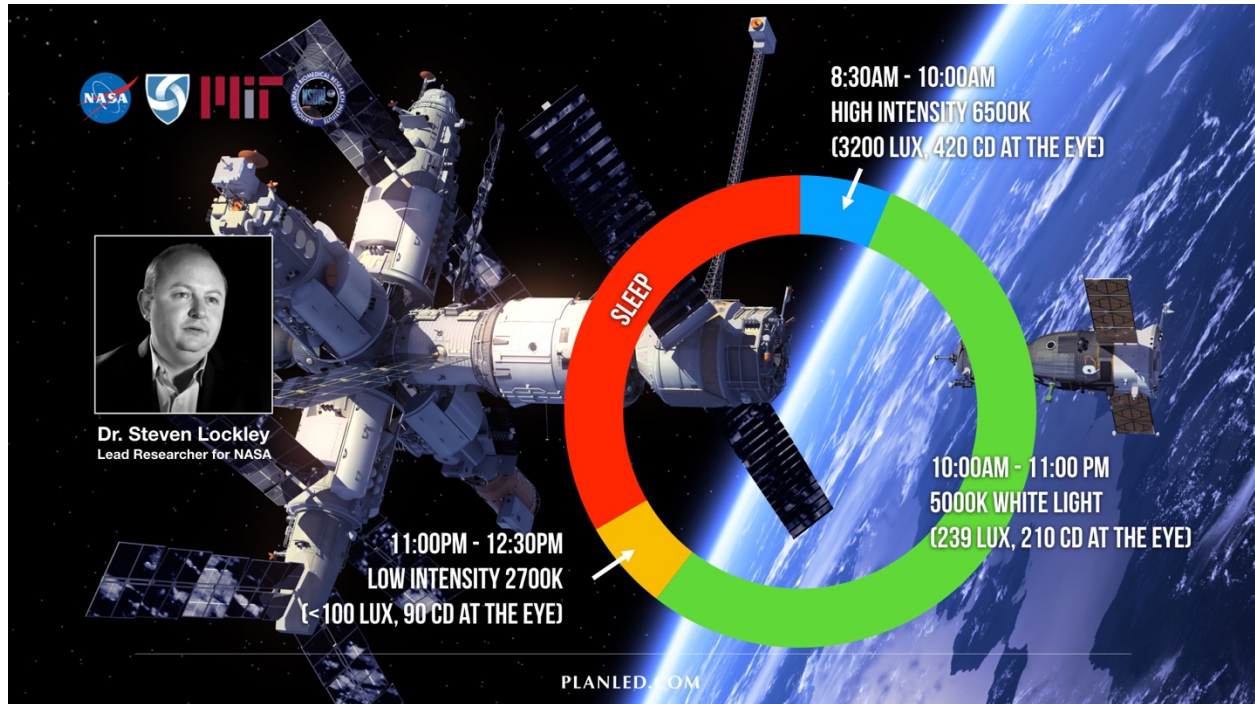
- Mercury-Containing Lamp
- Low CRI - 65
- Non-Visual Flicker
- Quick Depreciation
- Lack of Uniformity



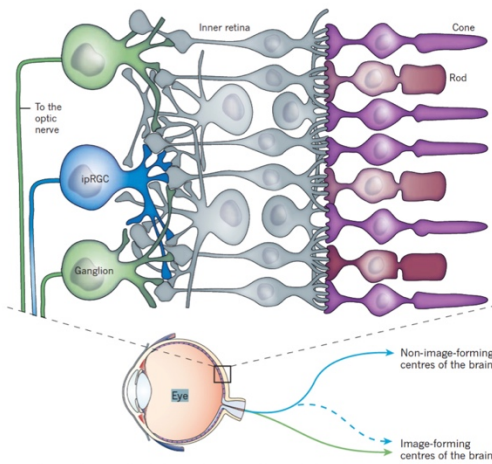


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## RODS AND CONES DETHRONED



Adapted from Lockley & Gooley, *CurrBiol*2006<sup>[7]</sup>

- Much like the ear has dual functions for audition and balance, the human eye has a dual role in detecting light for a range of behavioral and physiological responses separate and apart from sight
- These 'non-visual' effects of light are mediated by a novel non-rod, non-cone photoreceptor located in the ganglion cell layer of the eye
- These photosensitive ganglion cell contain a novel opsin, melanopsin, to detect light which is maximally sensitive to short-wavelength (blue) visible light ( $\lambda_{max} \sim 480$  nm)



After meeting all requirements above, provide a lighting system that is designed to change the color of the luminaires (approximately 3,000 K – 5,000 K) based on the respective color of the sunlight throughout the day. (Systems may be called tunable white, circadian rhythm, human-centric lighting, etc.) System may have the ability to have a temporary override (up to 60 minutes) for “calm” (3,000 K) and/ or “test” (5,000 K) settings.

The state has a Washington Sustainable Schools Protocol (WSSP) that requires state-funded school construction projects greater than 5,000 square feet (chapter 39.35 RCW) to incorporate high-performance features into their school design and construction.

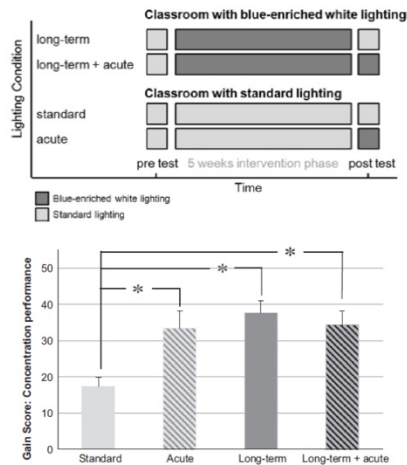
## WASP 2015 UPDATE

STATE RECOGNIZES THE NON-VISUAL BENEFITS OF LIGHTING

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## INFLUENCE OF BLUE-ENRICHED CLASSROOM LIGHTING (LED) ON STUDENTS' COGNITIVE PERFORMANCE



- LED lighting system - Osram 4000K and 14000K lamps to average 5500K, ~300 lux (vertical)
- Standard lighting - T8/T5 fluorescent 3000K and 4000K to average ~300 lux

*Keis et al., Trends Neurosci Educ, 2014*

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## LIGHTING AFFECTS STUDENTS' CONCENTRATION POSITIVELY: FINDINGS FROM THREE DUTCH STUDIES

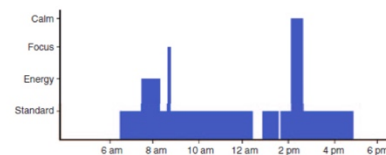
- Standard concentration task (9-10am) before and then 4-5 weeks after installation
  - School 1 – Dynamic lighting system (n=98)
  - School 2 – Focus setting only (n=44)
- The school-based studies showed that younger pupils (Grade 4) working under the Focus light setting had significantly better concentration and fewer errors as compared to the control groups. Older children (Grade 6) did not differ between conditions.
- Similar results reported in Barkmann et al., *Physiol Behav* 2012; Mott et al., *Sage Open*, 2012

### Dynamic lighting system

Philips T5 fluorescent lamps  
 'Energy': 12000K, 650 lux  
 'Focus': 6500K, 1000 lux  
 'Calm': 2900K, 300 lux

### Standard lighting

3000 - 4000K, 300 lux



*Slegers et al., Light Res Technol, 2012*

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## APPLICABILITY AND EFFICACY OF VARIABLE LIGHT IN SCHOOLS

- Two schools studied before (Oct) and after (Jan-Feb) installation with two classrooms (n=116)
  - Classroom 1 – Dynamic lighting, teacher-led
  - Classroom 2 – Standard
- A greater improvement was observed in concentration and reading between the Concentrate and Standard settings, but there was no difference in the pupils' attitude to school.
- Similarly, Mott et al. (Sage Open, 2012) studied 84 US third-graders (aged 7-8 yrs) under the Normal (500 lux, 3500K) vs Focus (1000 lux, 6500K) conditions and the higher CCT lighting was reported to have led to a quicker improvement in oral reading fluency performance when assessed over a full calendar year. The concentration test did not show any differences.

### Dynamic lighting system

Philips T5 fluorescent lamps

'Concentrate': 5800K, 1060 lux

'Activate': 11000K, 675 lux

'Relax': 3500K, 325 lux

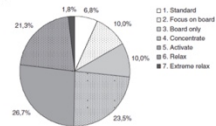
'Extreme Relax': 3500K, 275 lux

'Board only': 4000K, 1000 lux at board

'Focus on board': plus 3800K, 300 lux

### Standard lighting

4000K, 300 lux



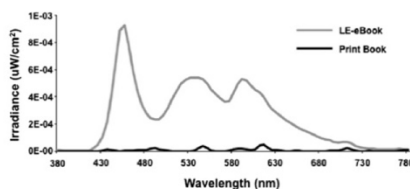
Barkmann et al., *Physiol Behav*, 2012

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## IPAD SUPPRESSES MELATONIN, DISRUPTS SLEEP AND SHIFTS CIRCADIAN RHYTHMS

### 32 LUX IPAD VS 1 LUX REAL BOOK (4100K AMBIENT)

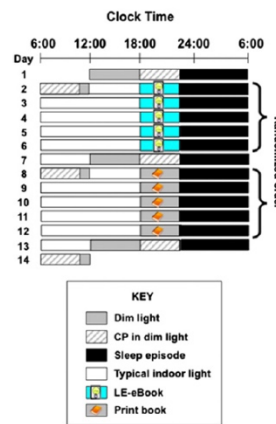


### SLEEP LATENCY:

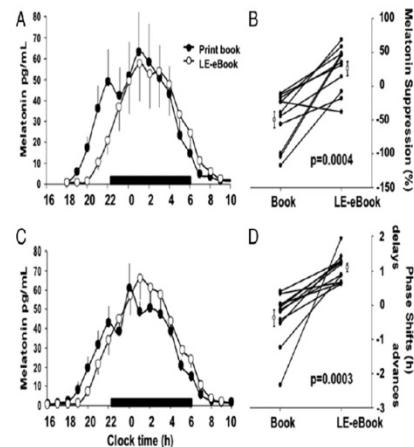
10 MIN INCREASE (26 VS 16 MINS)

### REM SLEEP:

12 MIN DECREASE (121 VS 109 MINS)



Chang et al. PNAS 2014



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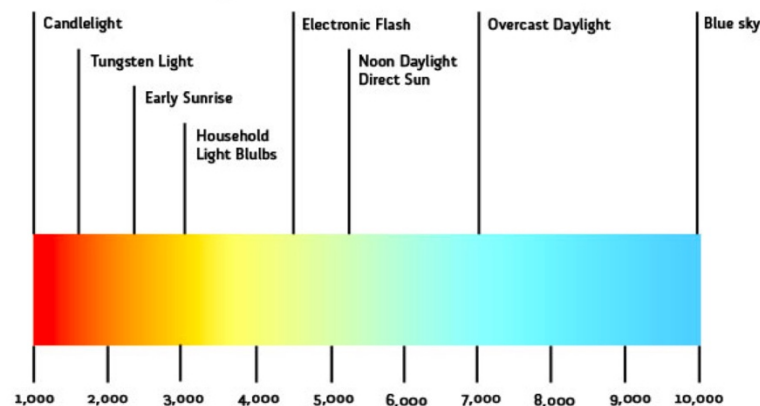
## DSPS - DELAYED SLEEP PHASE SYNDROME FOR TEENS

- Approximately 7% to 16% of adolescents have DSPS, making it a common disorder.
- Delayed sleep phase syndrome (DSPS) is a disorder in which a person's sleep is delayed by 2 or more hours beyond the socially acceptable or conventional bedtime.
- Many teens develop delays in desired sleep onset and offset, resulting in a shift to later bedtimes and sleep periods(iphone at night will delay the clock)
- Untreated sleep disturbances in adolescents may lead to negative consequences, such as academic problems, substance abuse, and risk for suicide.
- Blue enriched light during the day(especially in the morning) and blue depleted light(low dim setting) is necessary to help improve circadian rhythm

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## COLOR TEMPERATURE



Source: Lighting Design Lab

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## A.1.b. – Training



### A.1.c. – Presentation References

Planled has a market leader in providing HCL education over the years. The following presentations have been made over the years

1. **GreenBuild 2017** - [https://www.archlighting.com/industry/building-performance-meets-human-factors-at-greenbuild-2017\\_o](https://www.archlighting.com/industry/building-performance-meets-human-factors-at-greenbuild-2017_o)
  - 1.1. <https://vimeo.com/245102463>
2. **USGBC Impact 2018** - <https://www.usgbc.org/education/sessions/impact-2018/steps-healthy-lighstyle-circadian-lighting-discussion-11652100>
3. **2014 SSL Market Development Workshop** <https://www.energy.gov/eere/ssl/2014-ssl-market-development-workshop-presentations-and-materials>
  - 3.1. <https://vimeo.com/199749559>
4. **2015 Portland Lights** - <https://static1.squarespace.com/static/52a28039e4b0be9b808bf9bb/t/555cb84de4b0beaff263abe6/1432139853554/Portland+Lights+June+10+2015+with+Session+Descriptions+v6.pdf>
5. **HLCS 2015** - <https://www.humancentriclighting.org/hcls2015/>
  - 5.1. <https://vimeo.com/259964023>
  - 5.2. <https://vimeo.com/136461070>
6. **Strategies in Light 2015** - [http://digital.pennwell.com/pennwellevents/strategies\\_in\\_light\\_2015\\_preconference\\_program?folio=18&pg=20#pg20](http://digital.pennwell.com/pennwellevents/strategies_in_light_2015_preconference_program?folio=18&pg=20#pg20)
7. **2019 Energy Facilities Connection Annual Conference** - [https://etouches-appfiles.s3.amazonaws.com/html\\_file\\_uploads/450283955a854c5052cdc03f11052e4e\\_Agenda\\_webpreview\\_20194.26.pdf?response-content-disposition=inline%3Bfilename%3D%22agenda4.26.pdf%22&response-content-type=application%2Fpdf&AWSAccessKeyId=AKIAJC6CRYNXDRDHQCUQ&Expires=1579587326&Signature=9C%2FQTettoGw7qzasoSQf23qGzxA%3D](https://etouches-appfiles.s3.amazonaws.com/html_file_uploads/450283955a854c5052cdc03f11052e4e_Agenda_webpreview_20194.26.pdf?response-content-disposition=inline%3Bfilename%3D%22agenda4.26.pdf%22&response-content-type=application%2Fpdf&AWSAccessKeyId=AKIAJC6CRYNXDRDHQCUQ&Expires=1579587326&Signature=9C%2FQTettoGw7qzasoSQf23qGzxA%3D)

## 1. HCL Design Considerations

### 1.1. Proposed Solution (See Appendix B for product details)

**1.1.1. BT24-034BTCTSUS-56** - Wireless Tunable System with Tunable Range of 2700K to 6500K

**1.1.2. PLRK24** - Wired tunable system with dim to warm range of 6500K to 2700K. PLRK is a more affordable option with limited control range.

**1.1.3.** Both of the above options come in three types (Model number and pricing for three types are included in Appendix C).

**1.1.3.1. Lighting Fixture Type** – When removing old fixtures and installing new. There may be an added cost of removal, cleaning and recycle.

**1.1.3.2. Retrofit Door Kit** – Same light engine and identical aesthetics as the fixture type but designed to fit into an existing light fixture to minimize the install cost.

**1.1.3.3. Retrofit Bar Kit** – Bar Kits provide the most flexible installation options that can be applied to specialty fixtures and pendant fixtures.

### 1.2. Proposed solutions are designed to deliver:

1.2.1. Blue Enriched Lighting for Circadian Benefits and Improved

1.2.2. Advanced Glare Control – Ergonomic Diffuser and Dimming Control

1.2.3. True to Life Color Rendering – 80 or Above

1.2.4. Customizable CCT/Light Level Control

#### 1.2.4.1. Example of a Pre-Programmed Wall Controller

- **FOCUS** (6500K) - Recommended for first two periods and testing hours
- **LEARN** (5000K/80%)<sup>1</sup> - Recommended for General classes
- **CREATE** (3500K/50%) - Recommended for Music, Art or Discussions
- **REST** (2700K/10%)<sup>2</sup> - Break time or film viewing.

1.2.5. Flicker Free Illumination

1.2.6. Uniform Distribution

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<sup>1</sup> LEARN(5000K) setting has been used by professional sports teams(New York Yankees, Denver Nuggets, Trail Blazers and San Jose Sharks) as the favorite setting for training and practice sessions. We recommend FOCUS for first two hours of the day but LEARN setting will provide blue enriched ambience without the shade of blue.

<sup>2</sup> We have been informed by the special education class teachers that REST and CREATE settings are frequently used to calm the students with special needs and it has shown dramatic improvement of behaviors. Teachers for younger classes also use these settings to calm the children after the recess.

## 2. Educational Facilities Illuminance Recommendations - IES 10th Edition

### 2.7.Guideline for Classroom - Table 24.2 - IES 10th Edition

APPLICATION	SPECIFIC TASK	PAGE	AGE GROUP	HORIZONTAL FC	WORKPLANE (FT)	VERTICAL FC	WORKPLANE (FT)	AVG:MIN
CLASSROOM	WHITE BOARD	24.8	<25	20	2.5	15	4	3:1

### 2.8. Simulated Design Results (Designed with RELUX Desktop v.2019.3.4.0) - Both solutions deliver IWBI recommended daylight effective illumination (IWBI Circadian Lighting Design Section 54, Part 4 - Melanopic Light Intensity in Learning Areas

#### 2.8.1. BT24-034BTCTSUS-56

DESIGN CRITERIA	REQUIREMENT	BT24-034BTCTSUS-56
EH @2.5' / UNIFORMITY (AVG:MIN)	20FC / 2:1	30.9FC / 1.80
EV N @4' / UNIFORMITY (AVG:MIN)	7.5FC / 3:1	16.8FC / 2.33
EV S @4' / UNIFORMITY (AVG:MIN)		16.8FC / 2.31
EV E @4' / UNIFORMITY (AVG:MIN)		15.8FC / 2.26
EV W @4' / UNIFORMITY (AVG:MIN)		15.8FC / 2.29

#### 2.8.2. PLRK24

DESIGN CRITERIA	REQUIREMENT	PLRK24
EH @2.5' / UNIFORMITY (AVG:MIN)	20FC / 2:1	30.7FC / 1.78
EV N @4' / UNIFORMITY (AVG:MIN)	7.5FC / 3:1	16.6FC / 2.37
EV S @4' / UNIFORMITY (AVG:MIN)		16.4FC / 2.25
EV E @4' / UNIFORMITY (AVG:MIN)		15.7FC / 2.21
EV W @4' / UNIFORMITY (AVG:MIN)		15.8FC / 2.31

2. Controls Overview

2.1.Wall Control Options

2.1.1. **BT24-034BTCTSUS-56** – Linear dial controller for color tuning and dimming with four programmable preset buttons

2.1.2. **PLRK24** - 4 Button Programmable Preset Controller with Dimming

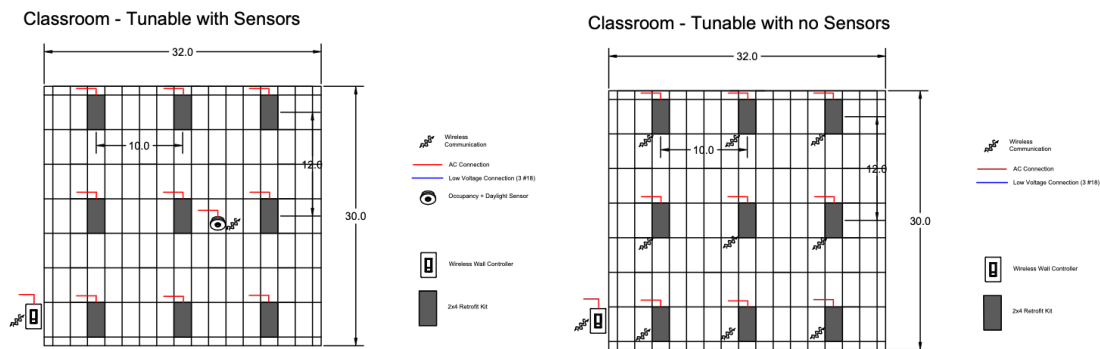
2.1.3. Both System Offers Optional Smart Sensor System

2.1.3.1. Daylight Harvesting

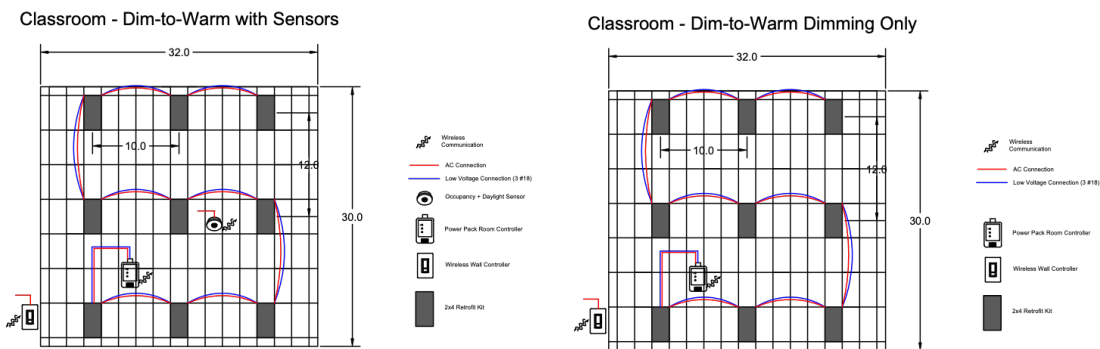
2.1.3.2. Auto-Off/Manual-On or Auto-Off/Auto-On Occupancy Sensors

2.2.Controls Diagram

2.2.1.BT24-034BTCTSUS-56



2.2.2.PLRK24



## **1. HCL Design Considerations**

### **1.1. Proposed Solution - PLHB - 150 (See Appendix B for product details)**

**1.1.1. CCT Selection** - 5000K(See A.1.a.8.1.1), e.g., Same CCT was recommended and installed at Yankees Batting Cage, Denver Nuggets Practice Court, Seattle Mariners Weight Room, and Trail Blazers Workout Room.

**1.2. Adjustable Beam Angles** for Improving Uniformity for Gymnasiums with Varying Ceiling Heights - 30°/60°/90°

**1.3. Flicker Free Illumination** - As of 2015, IEEE makes following recommendation levels for flicker with respect to health consideration (IEEE Std 1789™-2015, IEEE Recommended Practices for Modulating Current in High-Brightness LEDs for Mitigating Health Risks to Viewers).

#### **1.3.1. In order to limit the adverse biological effects of flicker:**

- When operating below 90Hz, percent flicker less than 0.025 \* frequency.
- When operating between 90Hz and 1250Hz, percent flicker less than 0.08 \* frequency
- When operating above 1250Hz, no restriction on percent flicker

#### **1.3.2. Achieving NOEL (No Observed Effect Level):**

- When operating below 90Hz, percent flicker less than 0.01 \* frequency.
- When operating between 90Hz and 3000Hz, percent flicker less than 0.0333 \* frequency
- When operating above 3000Hz, no restriction on percent flicker.
- For the purpose of seizure prevention - less than 5% percent flicker.
- MLB • NBA Guideline - less than 2% percent flicker
- Proposed fixtures have less than 2% percent flicker with flicker often being too low for frequency to be accurately measured, meeting the most stringent of the IEEE recommendations.

**1.4. Impact Protection** - School gym lights must be designed to withstand impact from various types of inflatable sports balls.

**1.4.1. Circular Designed Fixture** - due to high impact environment, it is helpful to keep the design form circular to avoid the look of misaligned fixture installations.

**1.4.2. Preparation for Impact** - Our PLHB - 150 is designed to overcome impacts

- Aluminum Body

## A.2.b - Standard Gymnasium

- Polycarbonate lens provides second layer of protection of the LED modules
- Shock/Glare Guard(Dual Purpose) prevents the direct impact made from flying inflatables.

## 2. Educational Facilities Illuminance Recommendations - IES 10th Edition

### 2.1. Guideline for Physical Education - Table 24.2

APPLICATION	TASK	SPECIFIC TASK	PAGE	AGE GROUP	HORIZONTAL FC	WORKPLANE FT	VERTICAL FC	WORKPLANE FT	AVG:MIN
SPORTS	GYMNASIA	PE	24.14	<25	25	2.5	10	5	3:1

### 2.2. Simulated Design Results with PLHB - 150 (Designed with RELUX Desktop v.2019.3.4.0)

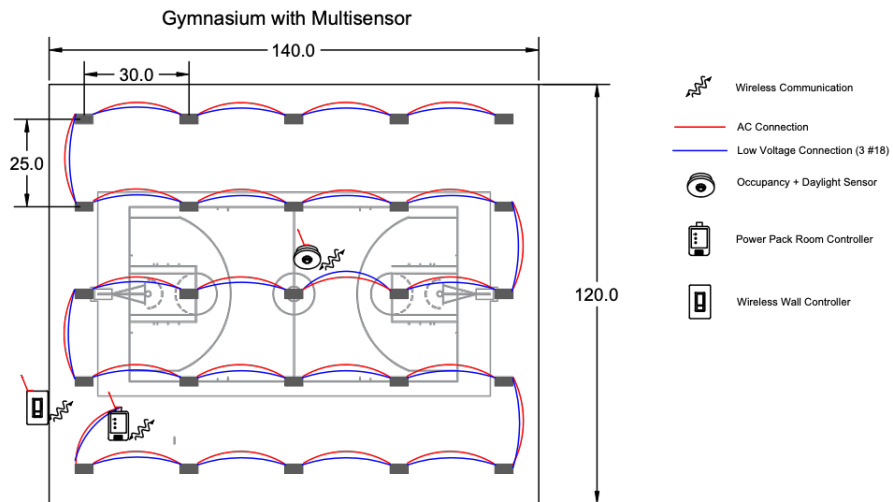
DESIGN CRITERIA	REQUIREMENT	PLHB-150
EH @2.5' / UNIFORMITY (AVG:MIN)	25FC / 2:1	25.2FC / 1.26
EV N @5' / UNIFORMITY (AVG:MIN)	10FC / 3:1	11.5FC / 2.14
EV S @5' / UNIFORMITY (AVG:MIN)		11.4FC / 2.07
EV E @5' / UNIFORMITY (AVG:MIN)		11.7FC / 2.19
EV W @5' / UNIFORMITY (AVG:MIN)		11.8FC / 2.18

## 3. Controls Integration Option

### 3.1. Available Controls Options:

- 3.1.1. Simple 0-10V Dimming System
- 3.1.2. Smart Sensor Integrated Control - Automated Daylight Harvesting System  
Automated Occupancy Sensing System

### 3.2. Controls Diagram



## 1. HCL Design Considerations for All Office Areas

### 1.1. Proposed Solution(See Appendix B)

**1.1.1. BT24-034BTCTSUS-56 or PLRK24** – Same products proposed for classrooms

**1.1.2. Epikos E100 or Epikos ES200** – Task Lighting System with HCL Benefits

**1.2. Task Ambient Lighting Strategy** - TALS recommends lowering the general light level to a comforting ambience (70% reduction from average office lighting) and utilize energy efficient desk lamp to provide effective, high quality task lighting. Following proven benefits makes it an effective design strategy to implement HCL for office environment.

- Achieve 70%+ energy savings from baseline
- Reduced glare from the overhead light sources
- Increased light level for visually intensive task areas without any glare
- IWBI recommended EML(Daylight Effective Lumens) for Circadian Benefits
- Match the reflected light level of your task area to the brightness of the monitor screens
- Improve posture by creating a visual balance
- Give individual employee the power to choose their favorite light setting
- Auto-pilot mode to provide regular blue-shower
- Achieve deeper energy savings while enhancing employee mood
- Provides sufficient lighting for seniors
- 2017 Winner of Lighting for Tomorrow Award
- Great for teacher's workstation to provide sufficient lighting without any ambient lighting.

### 1.3. Project References:

**1.3.1. University of Washington Administration Building** –  
<https://vimeo.com/371789783>

**1.3.2. Washington State Correctional Industries** -  
<https://vimeo.com/358582689/d25c8e3dd1>

**1.3.3. CLTC Study** – <https://cltc.ucdavis.edu/sites/default/files/files/publication/20111100-pier-wipam-iols-ucd.pdf>

**2. HCL Design Consideration for Remaining Areas**

**2.1. Hallway, emergency stairway and common areas**

2.1.1. We recommend smart sensor powered utility products can achieve deeper energy savings. These products are plug and play products that has automated sensor control to achieve up to 80% savings without the need for expensive central control system.

2.1.2. Cost effective retrofit kit with 10 years performance warranty. We strongly advise not to install LED tubes. They are cheaper to install but much more expensive than retrofit kits to maintain. Our recommended products are listed in Appendix C.

2.2. **Exterior Lighting** – Improving safety for students and teachers has been a great concern in our time. Studies show that improved lighting will lower crime rate and it is absolutely essential for our schools to have proper lighting for all areas surrounding school properties.

2.2.1. Our extensive background in sports lighting gives us the unique skill set to design and implement a safer and healthier lighting environment. We are recommending a set of exterior lighting products in Appendix C that can effectively deliver desired lighting environment.

2.2.2. Research Reference that confirms improved lighting improves neighborhood safety

- <https://cops.usdoj.gov/RIC/Publications/cops-p156-pub.pdf>
- [https://urbanlabs.uchicago.edu/attachments/e95d751f7d91d0bcfeb209ddf6adcb4296868c12/store/cca92342e666b1ffb1c15be63b484e9b9687b57249dce44ad55ea92b1ec0/lights\\_04242016.pdf](https://urbanlabs.uchicago.edu/attachments/e95d751f7d91d0bcfeb209ddf6adcb4296868c12/store/cca92342e666b1ffb1c15be63b484e9b9687b57249dce44ad55ea92b1ec0/lights_04242016.pdf)

**1. Project Reference One – Renton School District**

1.1. Project Summary – Planled has been working with Renton School District since 2013. We have now completed multiple schools with tunable systems and collaborating to implement HCL to the remaining educational facilities. Here are some of the project highlights over the years:

- Hazen and Lindbergh HS combined total of 556,000 sqft - serving 2,600 students
- Updated 4,500 fixtures
- 2,300 fixed LED fixtures
- 2,200 tunable LED fixtures in 145 classrooms
- Lighting consumption **before:** 1.2 mWh/yr. **after** 682,000 kWh/yr.
- Energy Savings \$50,000 /yr. \$1million over project life
- Annual maintenance savings, approx. 20% of energy savings per yr.
- Avoided Co2: 322 tons/ yr. going into our atmosphere(based on 1kWh saved, avoids 1.22 lbs of Co2)

1.2. Project Evaluation - See Appendix A

1.3. Project Contact:

Jonathan Stine  
RSD #403  
Program Manager – Facility Services  
District Energy Management Office  
Office: 425.204.4421  
Cell: 206.402.8849

**2. Project Reference Two – HUMAN CENTRIC LIGHTING AT SMOUSE OPPORTUNITY & RUBY VAN METER MIDDLE SCHOOLS RENOVATIONS in DES MOINES, IOWA**

2.1. Project Summary - These two schools were one of the first in the United States to feature tunable lighting systems in every classroom to help improve student performance and well-being. However a point of interest is that these schools are also located on a common campus serving students with special needs from ages 5 -21, and have been consistently recognized as among the finest such schools in the country.

2.2. Project Evaluation – See Appendix A

2.3. Project Contact:

Mike Lambert, IES, LC  
Principal – Senior Lighting Designer

Teknephos, LLC  
515.306.2203  
lumenpro1@gmail.com

- 2.4. Reference Article - <https://luxreview.com/article/2015/09/des-moines-school-pioneers-colour-change-lighting>

**3. Project Reference Three – NYC Public School Pilot Project**

- 3.1. Project Summary – Planled retrofitted two of special education classrooms and a gym at NYC PS 68 and engaged with teachers and district leadership to explore the benefits of HCL for classrooms. Planled is currently working with NYC department of education and Yankees Foundation to expand hcl application throughout the district.
- 3.2. Project Evaluation Video - <https://vimeo.com/296577073>
- 3.3. Project Presentation at Green Sports Alliance Summit - <https://vimeo.com/248925788>
- 3.4. Project Contact:

Meisha Ross-Porter  
Bronx executive Superintendent  
Districts 7-12  
1230 Zerega Ave., Room 22  
Bronx, NY 10462  
[MRoss@schools.nyc.gov](mailto:MRoss@schools.nyc.gov)  
718-519-2620 (phone)

**1. Project Reference One – UW Tower(University of Washington Administration Building)**

1.1. Project Summary – Planled has worked closely with University of Washington over the years to provide education and design support to implement HCL for office and educational spaces. We have retrofitted multiple departments on UW Tower with tunable fixtures and epikos task lights and due to overwhelmingly positive feedbacks from the employees, we are currently in the process of expanding HCL solution to the rest of the tower.

1.1.1. We have replaced total of 717 fluorescent fixtures with tunable LED system and provided an epikos unit per workstation to further enhance employee health and performance.

1.2. Project Evaluation - <https://vimeo.com/371789783>

1.3. Project Contact

Troy Swanson, UW Tower Facility Manager  
UW Tower Operations - Facilities Services  
Box 359405 Seattle, WA 98195-9405  
T 206.685.0345 | F 206.543.5545  
[troy2@uw.edu](mailto:troy2@uw.edu)

**2. Project Reference Two – Vulcan Headquarters**

2.1. Project Summary – Planled has a long history of Vulcan group of companies including Seahawks, Trail Blazers and Experience Music Project. HCL demonstration at Vulcan Headquarters has been recognized as an important milestone in HCL history. 1416 units of fluorescent fixtures were replaced with our tunable system and 400 units of task lights were provided to improve visual balance for all employees. This project also achieved 274,972 kWh per year with \$24,934.88 savings annually.

2.2. Project Evaluation - <https://vimeo.com/236686223>

2.3. Project Contact

Cody Crawford, CFM  
Vulcan Senior Manager, Facilities and Operations  
206-342-2220  
[CodyC@vulcan.com](mailto:CodyC@vulcan.com)

## B.- Energy Savings

HCL design strategy can achieve greater energy savings than simple retrofit projects by deepening the savings with controls integration. However, the rebate calculation of controls application requires individual audit and review process by the Utility provider. So on this analysis, we are showing only the basic rebate calculation with general numbers to provide a financial perspective. Planled doesn't charge the client for rebate procurement service and all additional funding will help improve the project economic.

### A. Project Economics – Financial Perspectives

#### 1. Energy Savings Estimate from Traditional Lighting Products

Existing Fixture Type	Power Usage	Proposed Fixture Type	Power	Energy Savings	Savings%	Annual Energy Saving
T12 4' 3 Lamps	112W	2x4 Retrofit Kit	30W	92W	82%	\$13.54
T8 4' 3 Lamp	90W	2x4 Retrofit Kit	30W	60W	66%	\$8.83
MH PS 400W	452W	PLHB 150	150W	302W	66%	\$44.45

#### 2. Maintenance Savings Estimate per Product Type

Existing Fixture Type	Power Saving	Maintenance Period	Cost of Materials for Maintenance	Cost of Labor for Maintenance	Annualized Saving on Maintenance
T12 4' 3 Lamps	112W	Every 3 Years	\$15.00	\$20.00	\$11.66
T8 4' 3 Lamp	90W	Every 3 Years	\$15.00	\$20.00	\$11.66
MH PS 400W	452W	Every 2 Years	\$50.00	\$200.00	\$125.00

#### 3. Rebate Estimate – Basic Rebate Calculation Based on Blended Annual Operation Hours of 1840(Standard Rate for WA Schools). Custom Incentive Application with Utility Audit May Generate Greater Incentives.

Previous System	Power Savings	Applied Program	Incentive	Rebate Amount
T12 4' 3 Lamps	92W	Standard Incentive Program	35 ¢ per watt Saved	\$32.00
T8 4' 3 Lamp	60W		35 ¢ per watt Saved	\$21.00
MH PS 400W	302W		40 ¢ per watt saved	\$120.00

4. **Payback Estimate** (without volume-based discount)

Previous System	Individualized Cost of Retrofit	Utility Incentive Funding	Annualized Energy & Maintenance Saving	Payback Estimate
T12 4' 3 Lamps	\$299.88	\$32.00	\$25.20	10.6 Years
T8 4' 3 Lamp	\$299.88	\$21.00	\$20.49	13.6 Years <sup>1</sup>
MH PS 400W	\$395.00	\$120.00	\$169.45	1.62 Years

5. **Shortening the Payback Period, Improving ROI**

- i. **Economies of Scale** – Volume discount on materials will create significant saving on both product pricing and logistics overhead
- ii. **Installation Efficiency** – Current labor estimate is timed at a slower pace than what we have measured in our lab. Once the installers are better trained with our system, we will see a meaningful reduction in labor cost
- iii. **Custom Rebate Funding** – We have the commitment from the Utility Providers to offer greater rebate funding with controls integration.
- iv. **Limiting Tunable System Applications** – we can offer daylight spectrum fixtures without CCT control(still delivers HCL benefits) to lower the project cost for general classes and implement tunable system to focused group of classrooms.
- v. There are usually equal amount of other fixtures for non-classroom areas in a school facility. Applying cost-effective solution to these areas will improve the overall payback for the project to be less than 10 years.

---

<sup>1</sup> Payback period for tunable system is longer than the general areas such as hallways, cafeteria, gymnasium and exterior lighting (Tunable system is more expensive to manufacture and commissioning of the controls require additional engineering hours). However, once all areas are combined with volume discount, project ROI will improve and payback will shorten less than 10 years.

Procuring maximum rebate funding can dramatically improve the project economics, making advanced lighting system more affordable for schools. The following strategies will apply to all school districts:

### 1. Product qualification for maximum utility rebate eligibility.

**1.1. DLC Premium or DLC qualified product listing** - DLC applications require test results that are issued from an accredited laboratory. Product testing must be conducted at an accredited laboratory appropriate for the performance being evaluated. Additionally, LM-80 test results will only be accepted from laboratories listed as EPA-Recognized Laboratories for LM-80. These tests include:

- **In-situ Temperature Measurement Tests (ISTMT)**
- *IES-LM-79-08 Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products*
- *ANSI/IES LM-80-15 IES Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays and Modules is preferred (IES-LM-80-08 and its Addendum A also accepted)*
- *IES-LM-84-14 Approved Method: Measuring Luminous Flux and Color Maintenance of LED Lamps, Light Engines, and Luminaires.*
- **L<sub>90</sub> of ≥ 36,000 hours**

In addition to an L70 requirement of ≥50,000 hours, products submitted to the DLC Premium classification will need to meet an L<sub>90</sub> of ≥36,000 hours. This will be evaluated through TM-21 projections in the same manner as the L<sub>70</sub> requirements.

- **Integral Controls Reporting**

Manufacturers submitting products to the DLC Premium classification will need to indicate if the product can be ordered with integral controls (occupancy sensors or photo sensors). The DLC will evaluate a manufacturer's claims of integral controls capability by ensuring that these features are clearly identified on the product specification sheet. DLC reviewers may check web listings and other marketing materials, and reserve the right to request additional information to demonstrate integral controls capability if product specification sheets are insufficient.

**1.2. Controls integration** for achieving deeper savings – Most utility providers pay extra rebates for deeper controls integration.

2. Rebate Procurement Service

2.1. **Pre-Approval Application for Custom Incentive Programs** – Once we have the permission from the school district to evaluate all potential rebate programs. We will work directly as an owner's rep to explore and analyze the rebate program that will bring the most benefits to our clients. Based on our experience, custom incentive program will offer higher incentives.

2.1.1. Planled's relationship manager to handle all communication and paperwork related to securing the utility incentives.



“I WANT EVERY SCHOOL TO HAVE THIS  
KIND OF LIGHTING AND I AM WILLING TO  
TRAVEL THE WORLD TO HELP TELL THE  
STORY OF SHINE”

MARIANO RIVERA, YANKEES LEGEND

## WHY WE ARE EXCITED TO CONNECT:

1. Over Last 10 Years, PLANLED Has Completed Over 100 Human Centric Lighting Projects and Confirmed the Following Benefits of Better Lighting in School Environments:
  - Improved Alertness for Students
  - Removal of Headaches for Teachers
  - Reduced Seasonable Effective Disorders
  - Improved Sense of Safety and Visual Acuity in Gymnasium and Sports Field
  - Improved Vision and Color Experience
  - Clearer View of Projector Screen
  - Effective Use of Custom Light Settings in Special Ed Classes
2. NASA Has Invested 25 Years of Research To Learn the Biological Benefits of Lighting and Relighted the International Space Station With Tunable LED Lights. Dr. Lockley (Co-Investigator of NASA's Research) Has Worked as the Chief Scientific Advisor for PLANLED To Bring Space Age Lighting in To our Classrooms
3. PLANLED Solutions Create Sufficient Energy Savings To Finance the Cost of Lighting Upgrade. Positive Cashflow Can Be Achieved From the Day One
4. Same Lighting System Has Been Installed at Major Sports Venues Such as Yankee Stadium, Safeco Field, Moda Center and Busch Stadium. The Future of Lighting Is Already Here
5. We Have Made Tunable System Simple & Easy To Install & Commission. We Spent Countless Hours in R&D To Make Installation a Breeze
6. PLANLED Is the Winner of 2019 King County Executive's Minority Owned Business of the Year Award

PLANLED™



## Human Centric Lighting Solutions for K-12 School Facilities

“Bringing Daylight Benefits Indoors for Our Children”

PLANLED.COM

PLANLED.COM



## PLANLED Offers:

- **Planled's Partnership With Daikin** Offers Turnkey Lighting Retrofit Service - Costly RFP Process Is No Longer Required To Implement Human Centric Lighting
- **Special Discount** for all K-12 Facilities - Making Advanced Lighting Financially Feasible for all States
- **Complimentary Design Service** by Industry Leading Researcher, Designer & Engineers
- Minority Owned, Washington Company With **Local Customer Service**
  - Full Audit & Design Service
  - Project Management & Engineering Support During Installation
  - On-Going Customer Service With Real Time Follow Ups
- **HCL Project Tours** Available To Experience the Benefits of Human Centric Lighting



Schedule a Meeting with Our Experts. Special Discount is Available for Pilot Projects.

PLANLED K-12 Contact:

John Park - (206)375-2961 · [john.park@planled.com](mailto:john.park@planled.com)

PLANLED K-12 Web Link:

- <https://www.planled.com/project/rentonschool>
- <https://www.planled.com/shine>

PLANLED.COM



1

## RETHINK

Lighting upgrade is the most effective way to improve employee safety and productivity

2

## REDESIGN

Lighting should be designed for humans, not buildings

3

## RELIGHT

Happy employees are more efficient, more productive and stay Longer



### CONTACT US

PLANLED  
1800 S 341st Place  
Federal Way, WA 98003

+1-866-552-5529

info@planled.com  
www.planled.com

### PLANLED™

Official Lighting Partner of the New York Yankees



## Our Mission

Planled's mission is to improve human life while reducing carbon. By changing the focus of energy projects from sustainability mandate to human factors, we can communicate a compelling business case for all lighted environments. It is our mission to change the world by spreading Human Centric Sustainability.

## Mariano's Invitation

Along with a free lighting evaluation service, all participating companies are eligible for prizes including Mariano Rivera signed baseballs, tickets for Yankees games and even recognition of your company's participation at upcoming SHINE events in Yankee Stadium. Also, our team will use a portion of the proceeds of your conversion to LED lighting to bring improved lighting to public schools, parks and playfields in your area.

## SHINE with Mariano Rivera

Mariano Rivera and the New York Yankees have joined our mission to bring the most advanced lighting solutions to our schools and non-profit organizations. Recent discoveries in lighting's effect on human experience have opened up unlimited possibilities to improve our condition to learn, perform, heal and rest. It is our commitment to bring lighting education to everyone while generating funding to freely give away lighting systems to our communities.

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### We Are Ready to Serve You

Complimentary Investment Grade Audit



### Short Payback

Discounted Pricing for All Applications



### Complimentary Design Service

Optimizing Human Experience through Design





epikós™

HUMAN CENTRIC TASK LIGHTING SERIES

# BRAND DEFINITION

EPIKOS EMBODIES PLANLED'S 10 YEARS OF RESEARCH AND DEVELOPMENT OF HUMAN CENTRIC LIGHTING SOLUTIONS

**epikós**

The Greek word “epikos” means epic. Dictionaries define epic as “pertaining to a long poetic composition, usually centered upon a hero, in which a series of significant achievements or events is narrated in elevated style.”

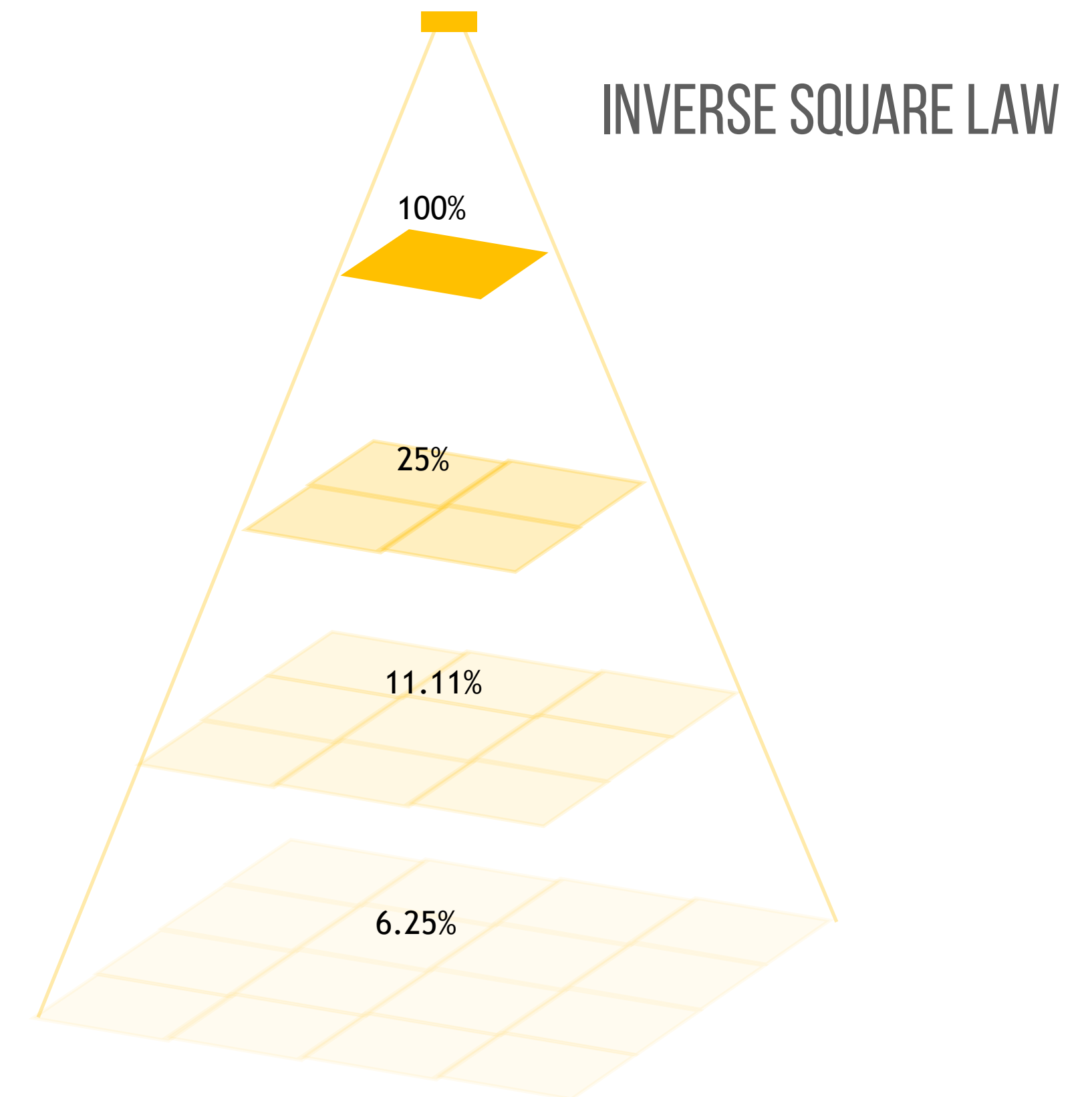
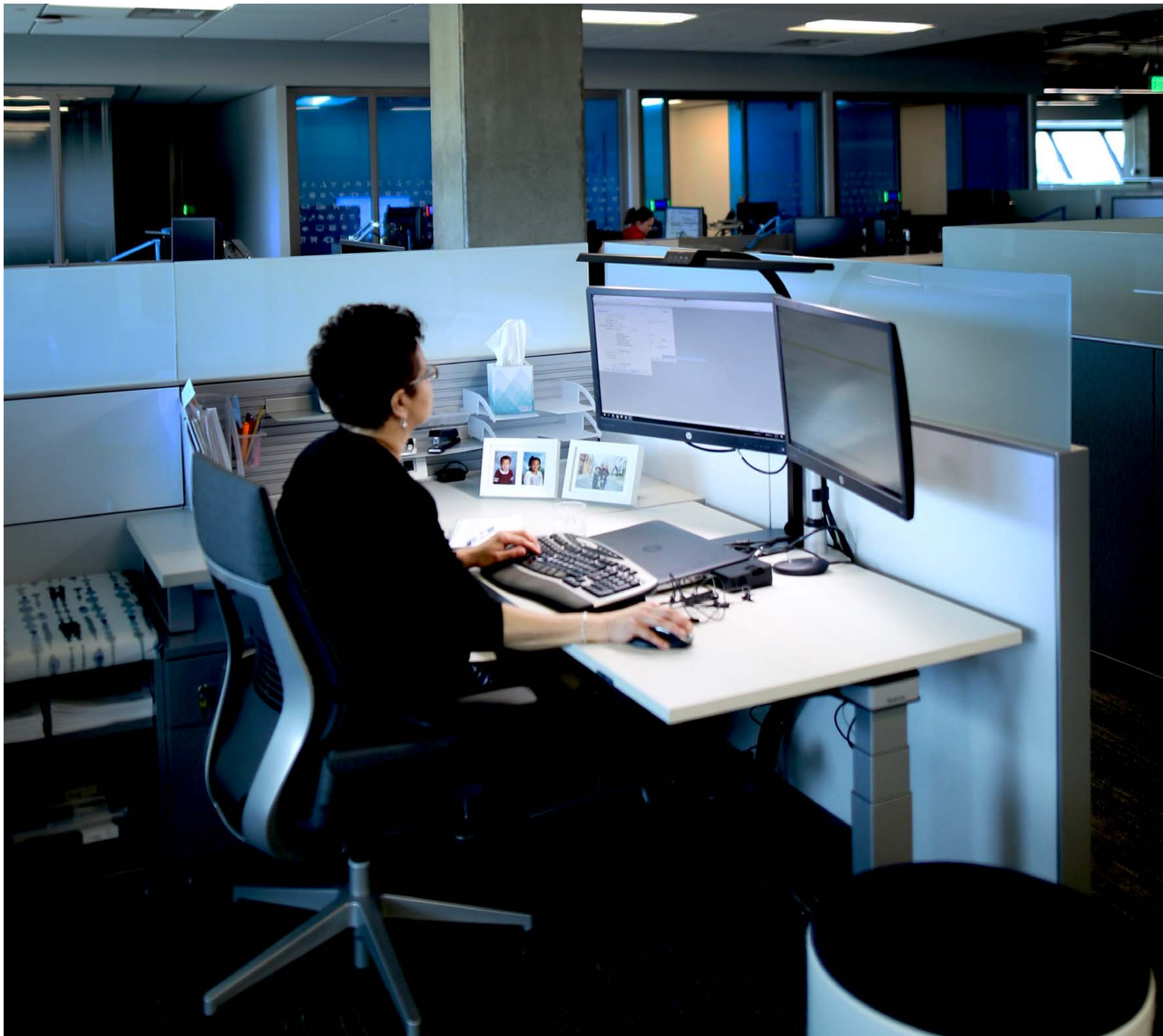
*“Lighting Up the Workspaces of Our Present Day Heroes”*

# REVOLUTIONIZING THE CORPORATE LIGHT CULTURE

- We spend 90% of our time indoors
- 12% of population suffer from migraine and 80% of the migraineurs have photophobia. That means one out of ten people currently suffers from light sensitivity from traditional light sources such as fluorescent and metal halide fixtures.
- Recent CBRE Study Shows human centric lighting can achieve 18% Perceived Productivity Improvement and 12% Objectively Verified Improvement - (source: [www.ecodesignconsultants.co.uk/healthy-buildings/](http://www.ecodesignconsultants.co.uk/healthy-buildings/), [www.cbre.nl/en/healthy-offices-research](http://www.cbre.nl/en/healthy-offices-research))
- Annual Energy Saving is Less Than One Percent of the Annualized Financial Impact from 12% Productivity Improvement

# 8 TIMES MORE EFFICIENT THAN BASELINE - REDUCES CARBON

ACHIEVE UP TO 80% ENERGY SAVINGS FROM THE BASELINE



The intensity is inversely proportional to the distance from the source

# MORE LIGHTING FOR MATURING EYES - IMPROVES VISION

SENIORS NEED 3 TIMES MORE LIGHTING TO HAVE EQUIVALENT VISION OF A 20 YEARS OLD



epikós™

LIGHTING   
for  
tomorrow  
2017 WINNER

PLANLED.COM

# CONTRAST REMOVAL - REDUCES EYESTRAIN

MATCHING THE BRIGHTNESS OF THE MONITOR AND THE REFLECTANCE OF DESK SURFACE CREATES CONTRAST FREE VISUAL ENVIRONMENT

Measurement Locations:

Left: 15 inches left of the task light head

Right: 15 inches right of the task light head

Center: directly below task light head

Near: 10 inches closer to the meter from center

	Footcandles				Monitor (Matte, LG)		Monitor (Gloss, Macbook)		Left		Near		Right	
	Left	Right	Center	Near	White	Brown	White	Brown	White	Brown	White	Brown	White	Brown
all off	0.36	0.1	0.63	1.05	170.5	7.23	163.2	9.46	1.1	0.14	1.08	0.18	0.56	0.08
Epikos Off, 50 fc	49.1	47.7	32.6	44.5	171.5	7.7	163.4	9.65	123.7	17.11	101.7	13.82	119.9	16.08
Epikos Neutral Low, 50 fc (*)	72.6	74.9	78.9	66.8	171.7	7.9	163.7	9.8	183.1	23.9	163.6	25.8	179.3	23.1
Epikos Neutral Med, 50 fc (*)	96.2	102.1	125.3	89.2	171.8	8.0	163.9	10.0	242.4	30.7	225.4	37.9	238.6	30.1
Epikos Neutral Hgh, 50 fc	118.2	129.3	169.1	110.9	171.5	8.21	163.9	10.35	301	37.37	287.1	49.93	297.9	37.14
Epikos Off, 25 fc (*)	24.7	23.9	16.6	22.8	171.0	7.5	163.3	9.6	62.4	8.6	51.4	7.0	60.2	8.1
Epikos Neutral Low, 25 fc (*)	48.3	51.1	62.9	45.1	171.2	7.6	163.6	9.7	121.8	15.4	113.2	19.0	119.6	15.1
Epikos Neutral Med, 25 fc (*)	71.8	78.3	109.3	67.5	171.3	7.8	163.8	9.9	181.1	22.2	175.1	31.0	179.0	22.1
Epikos Neutral High, 25 fc (*)	95.4	105.5	155.6	89.8	171.5	8.0	164.1	10.1	240.5	29.0	237.0	43.1	238.4	29.2

# REPLICATE DAYLIGHT **INDOORS** - **IMPROVES PRODUCTIVITY**

EXCEEDS IWBI EML RECOMMENDATION TO MAXIMIZE CIRCADIAN BENEFITS

12%

PRODUCTIVITY IMPROVEMENT  
LIGHTING EUROPE REPORT

# FLICKER FREE LED WITH GLARE GUARD - REMOVES HEADACHES

DESIGNED TO IMPROVE HUMAN LIFE WHILE REDUCING ENERGY USAGE



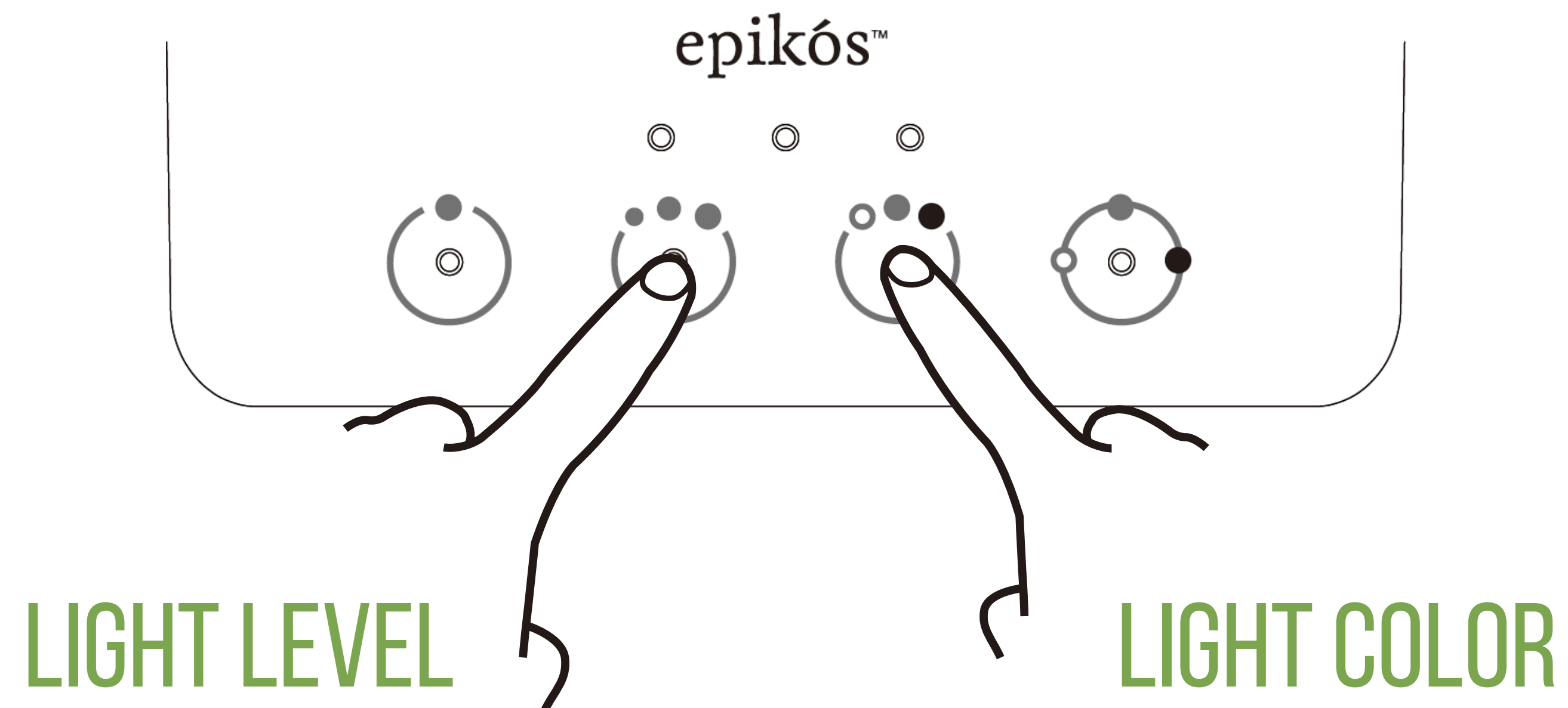
# PERFECT LIGHTING FOR VIDEO CALLS - IMPROVES PRESENTATION

90 CRI - TRUE TO LIFE COLOR RENDERING BRINGS IDEAL STAGE LIGHTING FOR VIRTUAL MEETINGS



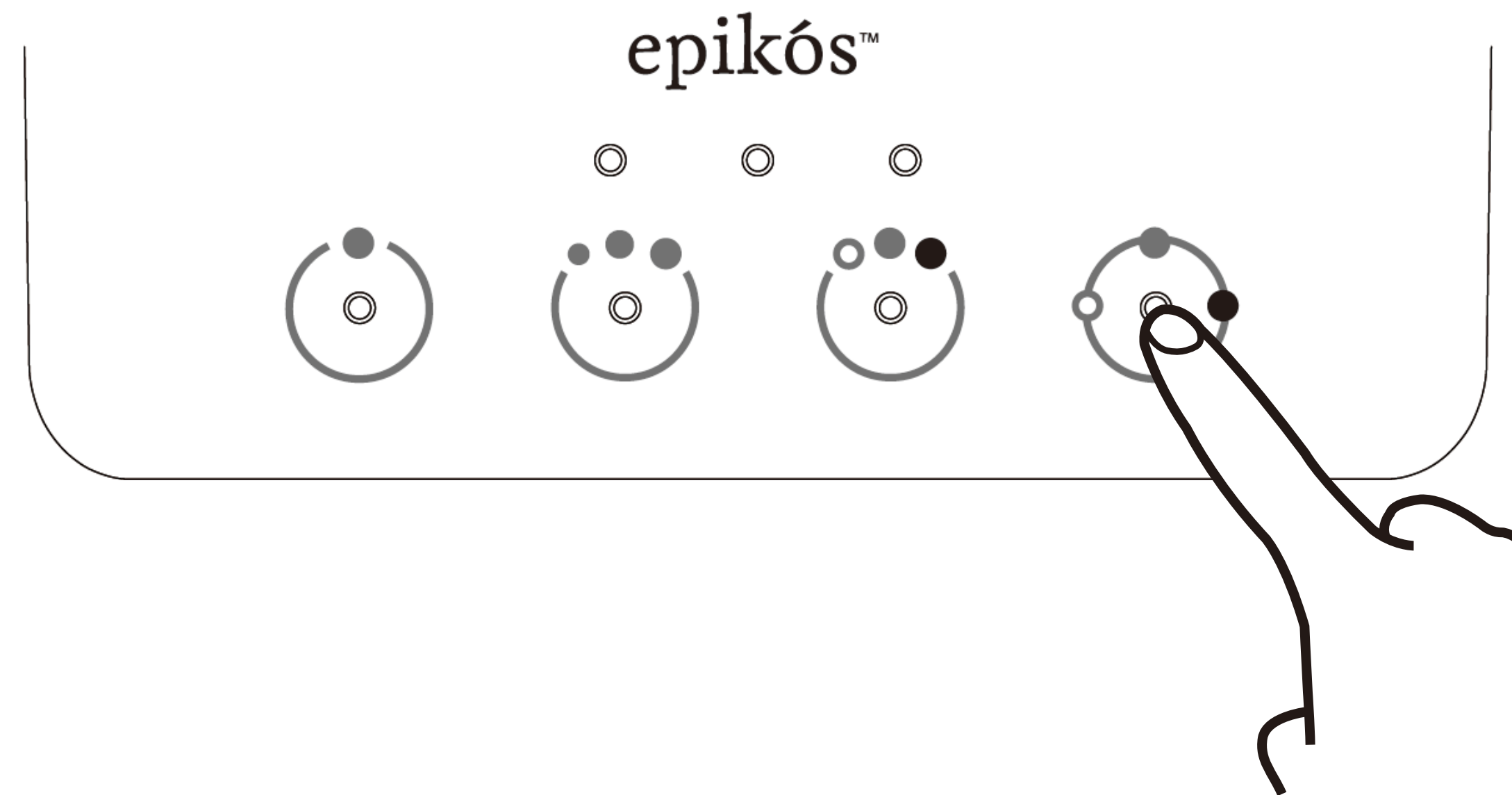
# CUSTOMIZE EACH WORKSATIONS - EMPOWERS EMPLOYEES

GIVE EACH EMPLOYEE THE POWER TO CONTROL INDIVIDUAL LIGHTING ENVIRONMENT



# AUTOPILOT MODE - IMPROVES MOOD

SPACE AGE LIGHTING FROM INTERNATIONAL SPACE STATION APPLIED FOR INDIVIDUAL WORKSTATIONS



- 1 20 MINUTE BLUE SHOWER • 2 20 MINUTE BLUE SHOWER EVERY 100 MINUTES • 3 10 MINUTE BLUE SHOWER EVERY 50 MINUTES



**8:30AM - 10:00AM**  
**HIGH INTENSITY 6500K**  
**(3200 LUX, 420 CD AT THE EYE)**

**SLEEP**

**10:00AM - 11:00 PM**  
**5000K WHITE LIGHT**  
**(239 LUX, 210 CD AT THE EYE)**

**11:00PM - 12:30PM**  
**LOW INTENSITY 2700K**  
**(< 100 LUX, 90 CD AT THE EYE)**



epikós™

JOIN THE MOVEMENT

[WWW.PLANLED.COM/EPIKOS](http://WWW.PLANLED.COM/EPIKOS)



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 6**

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

April 6, 2020  
Date

  
Authorized Signature & Title CEO



Offeror's Company Name

**Daikin Applied Americas Inc.**

Appendix C, Doc #1

## **Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy**

### **Daikin Applied Freedom of Information Act Exemption List**

- Tab 2 – Products and Pricing – all pages, all lines
- Tab 4 – Qualifications and Experience – References - pages 10-11, all lines
- Tab 7 – Rep Roster – all pages, all lines
- Tab 7 – Service Office Roster – all pages, all lines
- Tab 7 – Service Who to Contact List – all pages, all lines
- Tab 7 – OMNIA Partners Biz Plan – all pages, all lines

### **Exception Reasoning**

The material set forth herein is deemed to be confidential commercial and financial data, the public disclosure of which could cause substantial competitive harm to Daikin Applied Americas Inc. (hereinafter "Daikin Applied"). In addition, the information contained herein is deemed to constitute trade secrets, confidential operations information, and other confidential commercial and financial data within the meaning of applicable Freedom of Information Acts, the disclosure of which is prohibited by law. This material has not been disclosed to the public, and should not be, since such disclosure could cause competitive harm to Daikin Applied. It is Daikin Applied's expectation that it will be notified by any applicable agency of any request for information pertaining to the materials set forth herein, and that Daikin Applied will be given an opportunity to object to disclosure of the information.

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

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

**Contact**

Daikin Applied Americas Inc.

**Signature**

13600 Industrial Park Boulevard

Duane Rothstein

**Printed Name**

**Address**

Daikin Applied Americas Inc.

Vertical Market Manager, Government

**Position with Company**

Minneapolis, Minnesota 55441

**Official  
Authorizing  
Proposal**

**Signature**

Michael Schwartz

**Printed Name**

**Phone**

763 553 3550

Chief Executive Officer

**Position with Company**

**Fax**

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

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

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

#### Filing Process:

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

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

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

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)    completed online

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

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

**Texas Government Code 2270 Verification Form**

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

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

I, Michael Schwartz, as an authorized representative of

Daikin Applied Americas Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

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

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

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

  
Signature of Named Authorized Company Representative

April 6, 2020

Date



### **SPECIAL CONDITIONS**

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimis, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### **Public Policy**

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

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

## **Affirmative Steps**

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

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

## **Federal Requirements**

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

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

### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

### **2. Equal Employment Opportunity:**

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-

assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance

for contracts of amounts in excess of \$150,000:

“Clean Air Act

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

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

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

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

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

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

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Daikin Applied Americas Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Michael Schwartz, Chief Executive Officer

Name and Title of Contractor's Authorized Official

April 6, 2020

Date



10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

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

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

#### 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor

shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763 553 3550

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized

Representative: Michael Schwartz

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative: 

Date: April 6, 2020

## **QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### **1. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No  
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

### **2. Diverse Vendor Certification Participation**

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

#### **a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

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

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### **c. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### **d. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### **e. Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the Scope of Work outlined in this solicitation? ☒ Yes ☐ No

**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

**See bond letter on following pages**

CHUBB®

Chubb  
525 W. Monroe, Ste 700  
Chicago, IL 60661  
USA

O (312) 775-7874  
M (312) 273-0790

March 18, 2020

Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, TX 77092

Subject: Daikin Applied Americas, Inc. - Region 4ESC HVAC 20-04 RFP

To Whom It May Concern:

Federal Insurance Company, a corporation under the laws of the State of Indiana, with an office and place of business at 202B Hall's Mill Road, Whitehouse Station, NJ 08889, represents Daikin Applied Americas, Inc. for surety bonding needs.

At the present time, Daikin Applied Americas, Inc. is in a position to consider single projects up to \$60,000,000 within an aggregate limit of \$100,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Daikin Applied Americas, Inc. At the request of Daikin Applied Americas, Inc., Federal Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Daikin Applied Americas, Inc. and Federal Insurance Company and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to Daikin Applied Americas, Inc., third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need addition information, please do not hesitate to contact me.

Sincerely,



Debra C. Schneider, Attorney-In-Fact  
Federal Insurance Company

A++ Rating by A.M. Best, Financial Size Category XV

Know All by These Presents. That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roeder and Debra C. Schneider of St. Louis, Missouri -----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22<sup>nd</sup> day of July, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 22<sup>nd</sup> day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

*Rose Curtis*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:  
"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

18th day of March

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT  
Telephone (908) 903-3493 Fax (908) 903-3636 e-mail surety@chubb.com

# Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 75533-Chubb-20-06

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Daikin Applied Americas Inc.  
13600 Industrial Park Boulevard  
Minneapolis, MN 55441

### SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company  
202B Halls Mill Road  
Whitehouse Station, NJ 08889-3454  
State of Inc: Indiana

### OWNER:

(Name, legal status and address)

Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, TX 77092

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

HVAC Equipment, Installation, Service & Related Products

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2020

Daikin Applied Americas Inc.

(Principal)

(Seal)

(Witness)

(Title)

Federal Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Debra C. Schneider, Attorney in Fact

State of Missouri  
County of St. Louis

} ss:

On March 18, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared  
Debra C. Schneider

known to me to be Attorney-in-Fact of Federal Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 16, 2023

*Brittany D. Stuckel*  
Brittany D. Stuckel

Notary Public



Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roeder and Debra C. Schneider of St. Louis, Missouri

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22<sup>nd</sup> day of July, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 22<sup>nd</sup> day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

*Rose Curtis*  
Notary Public

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

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

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of March, 2020.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



Offeror's Company Name

**Daikin Applied Americas Inc.**

Solicitation Name

**HVAC Equipment, Installation,  
Service, & Related Products**

Solicitation Number

**20-04**

**Tab 7**

## DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

**1. Terms of Agreement:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

**2. Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

**3. Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

**4. Shipping Terms:** All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

**5. Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

**6. Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

**7. Cancellations:** Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

**8. Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

**9. Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

**10. Limited Warranty:** Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority

to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

**11. Warranty Exclusions:** Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

**12. Limitation on Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

**13. Infringement:** Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

**14. Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

**15. Canada:** The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

## **Section I. Equal Employment Opportunity Policy Statement**

(41 CFR 60-741.44(a)) and

(41 CFR 60-300.44(a))

Daikin Applied - Plymouth is committed to providing equal employment opportunity to all applicants and employees regardless of their race, creed, color, religion, gender, age, national origin, disability, military service, protected veteran status, genetic information, sexual orientation, gender identity, transgender status, or any other characteristic protected by federal, state or local law. We are strongly committed to this policy and believe in the concept and spirit of the law.

Daikin Applied - Plymouth is further committed to ensuring that employment decisions are based on valid job requirements. In addition, all employment actions, such as recruiting, hiring, training, promotion, compensation, benefits, transfers, layoffs and termination are administered fairly to all persons on an equal opportunity basis, without discrimination on the basis of protected categories named above. Daikin Applied - Plymouth will also provide qualified applicants and employees with disabilities any needed reasonable accommodations, as required by law.

Daikin Applied - Plymouth will not tolerate employees and applicants to be subjected to harassment, intimidation, threats, coercion or retaliation because they engaged or may engage in filing a complaint or assisted in a review, investigation or hearing related to any federal, state or local law requiring equal employment opportunity; or because they opposed any act deemed unlawful.

The Chief Executive Officer supports this affirmative action program and has appointed Lynn Doboszenski, Representative- Human Resource as Daikin Applied - Plymouth's EEO Coordinator. The EEO Coordinator's responsibilities include implementing an internal audit and reporting system to monitor and measure the effectiveness of Daikin Applied - Plymouth's equal employment opportunity efforts and report to executive management on this and any needs for remedial action.

Daikin Applied - Plymouth maintains affirmative action plans for minorities, women, individuals with disabilities and protected veterans. Any questions regarding these plans or the company's equal opportunity policy should be directed to the EEO Coordinator who is responsible for the implementation of the plan. All employees are responsible for supporting the concept of equal employment opportunity and affirmative action, and assisting and cooperating in meeting our plan goals.

If you wish to view the plans for protected veterans and individuals with disabilities, contact Lynn Doboszenski during normal business hours and arrangements will be made for the areas of the plan available for inspection under the law.

# Shipping Schedule

## Applied Air Handling Systems

To: All Applied Air Handling Systems Product Representatives & Distributors

From: AAHU Product Managers, Applied Air Handling Units

Current Lead Times As Of: 3/5/2020

### Applied Rooftop

	Plant	Standard	Specials
RDS708, 800C & 802C, RAH047C & 077C	FBO	6-8 W	24-26 W
Rebel Applied	FBO	10-12 W	
Roof Curbs	FBO	15-17 WD (C)	20-22 WD
RPS with Variable Speed Compressor	FBO	6-8 W	24-26 W
RPS/RFS/RCS/RDT015D-140D	FBO	6-8 W	24-26 W

### Coils

	Plant	Standard	Specials
1" Contr. Coils, Steam	FBO	4-6 W	5-7 W
5/8" Booster Coils 1 & 2 Row	FBO	4-6 W	5-7 W
5/8" Contr. Coils, Water & DX, Steam	FBO	4-6 W	5-7 W
Accelerated Quick Ship Program	FBO	12-13 WD	
Cleanable Coils	FBO	CF	CF
Copper Fin Coils/Electrofin Coated Coils	FBO	CF	CF
Emergency Plus Quick Ship Program	FBO	2 WD	
Emergency Quick Ship Program	FBO	7-8 WD	
Quick Ship Program	FBO	17-19 WD	

### Commercial Rooftop

	Plant	Standard	Specials
DAHA03 - DAHA11	FBO	9-11 W	
DAHA15 - DAHA21	FBO	6-8 W	
DPS003A - DPS015A	FBO	9-11 W	12-14 W (G)
DPS003A - DPS015A Accelerated Quick Ship	FBO	12-13 WD	
DPS003A - DPS015A Quick Ship	FBO	27-28 WD	
DPS007A-DPS015A with CORE	FBO	CF	
DPS016A - DPS028A	FBO	6-8 W	
DPS016A - DPS028A Accelerated Quick Ship	FBO	12-13 WD	
DPS016A - DPS028A Quick Ship	FBO	22-23 WD	
DPS016A-DPS028A with CORE	FBO	CF	
Mav 1	FS	7-9 W	
Mav 1 (575V)	FS	12-14 W	
Mav 1 (Electric Heat; 208/230V, 460V)	FS	9-11 W	
MPS015F-050F	FBO	6-8 W	
MPS015F-MPS050F - Maverick II Accelerated Quick Ship	FBO	12-13 WD	
MPS015F-MPS050F - Maverick II Quick Ship	FBO	22-23 WD	
MPS062-075E	FBO	6-8 W	
Roof Curbs	FBO	15-17 WD (C)	
Units with Electrofin Coated Coils	FBO	CF	

## Condensing Units

	Plant	Standard	Specials
RCS Quick Ship - Accelerated Quick Ship	FBO	12-13 WD	
RCS Quick Ship - Quick Ship	FBO	32-33 WD	
RCS015-140D	FBO	10-12 W	24-26 W
RCS025-135C	FBO	10-12 W	24-26 W
RCS06F-20F	FBO	5-10 WD (B)	

## Controls

	Plant	Standard	Specials
Input/Output Manager (p/n 250801301)		4 W	4 W
Loop Water Manager (LWM)		4 W	4 W
System Manager (p/n 2508011)		4 W	4 W

## Self-contained A/C Systems

	Plant	Standard	Specials
SWP012-130H	FBO	28-30 W	CF
SWT018C-040C	FBO	28-30 W	CF

## VAV Terminal Units

	Plant	Standard	Specials
MQTHIS, MQFCI6, MQFVI5		4-5 W (J)	4-5 W (J)
MQTHIS, MQFCI6, MQFVI5 - Accelerated Quick Ship		10 WD (K)	10 WD (K)
MQTHIS, MQFCI6, MQFVI5 - Emergency Quick Ship		5 WD (K)	5 WD (K)

## VISION/SKYLINE Air Handlers

	Plant	Standard	Specials
Accelerated Quick Ship CAH/OAH 003-034	OWT	12-13 WD	
Accelerated Quick Ship CAH/OAH 035-065	OWT	12-13 WD	
CAH & CAC/OAH & OAC 003-050	OWT	10-12 W (A)	10-12 W (A)
CAH & CAC/OAH & OAC 051-065	OWT	10-12 W (A)	10-12 W (A)
CAH & CAC/OAH & OAC 066 & above	OWT	10-12 W (A)	10-12 W (A)
CAH/OAH With Copper Fin Coils/Electrofin Coated Coils	OWT	CF	CF
Custom Shop Units	FBO		CF (M)
Custom Shop Units - Gas Heat	FBO		CF
Emergency Quick Ship CAH/OAH 003-035	OWT	7-8 WD	
Quick Ship CAH/OAH 003-034	OWT	23-24 WD	
Quick Ship CAH/OAH 035-065	OWT	23-24 WD	
Skyline Roof Curb	FBO	15-17 WD (C)	20-22 WD

**CF = Consult Factory**

### Units of Measure:

BTO - Built to Order  
 CD - Calendar Days  
 W - Weeks  
 WD - Work Days

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**Notes:**

The stated lead times represent the period required to produce and ship the order. It assumes the customer's credit to be 100% acceptable, not requiring letters of credit, etc., customer's purchase order has been received and is correct, specification data is complete, and excludes time lost through sales communication with field to resolve technical matters, etc., all of which precede production scheduling. No exceptions will be made.

Note: For information on non-standard lead times contact the appropriate product groups.

FBO = Faribault, OWT = Owatonna, SLP = Mexico, AUB = Auburn, FS = Ft. Smith, AR, OYL = Production in China (not to be ordered for government project with Made in America Act)

A - Note: Better than standard Vision/Skyline lead time may be available on a limited basis. Attenuators, IFB coils, direct drive plenum fan with custom motor, heat wheels, humidifiers, electric heat, UV lights, OSHPOD units, extended cabinet units, Skyline Unitized Base, fan arrays, EBM fans, Qpac fans, plate heat exchangers, Gas Heat and Single Point Power require extended lead time.

B - Lead time based on having available stock - see Daikin Sales Portal for stock availability

C - Lead times are 10-15 working days from receipt of order on Roof Curbs unless otherwise noted.

D - R-407C units may require extended lead time. R-22 units are no longer available.

E - Lead time may be longer for units with DX coils, SST coil casings, VFD's, starters, electric heat, TEFC or 575V motors, DD plenum fans, fused disconnects and special downflow units.

Special downflow units - consult factory for lead time.

1 week is added to lead time for LAH units to cover transit time to border and time for customs clearance.

F - This lead time falls after the holidays - QS is full in December

G - Rebel with seismic construction

J - For units ordered with factory mounted controls provided by others, lead time begins when field provided controls are received at the factory.

K - For units ordered with factory mounted controls provided by others, lead time begins when field provided controls are received at the factory. Factory authorization is required prior to a quick ship option being accepted for these items.

L - Quick Ship program is currently suspended.

M - Vision/Skyline units that need to be completed at our custom shop will have the extended lead time noted. Units that could be affected are units with the following options: Gas Heat, Vision to Skyline conversion, Skyline Electric Heat, Plate Heat Exchangers, Single Point Power and others. Consult Applications Engineering with questions.

N - 5, 10 and 15 day Booster Coils - lead time is extended. Contact factory for lead time information.



# Shipping Schedule

## Applied Terminal Systems Products (Auburn)

To: All ATS Product Representatives and Distributors

From: Daikin Applied

Current Lead Time As Of: 2/26/20 (Colored numbers represent a change this week, green – lower, orange-higher)

**Note: Standard lead times are for non-customized build to order units.**

**Customizations (FPA Required) require additional lead time, as noted in the Specials column.**

**Lead time for special orders is dependent on limited use and new purchase part availability, in addition to engineering drafting time. Limited use and new purchase parts may require extended lead time. To inquire if an order, with an FPA associated with it, has limited use or new purchase parts please contact Applications.**

### Water Source Heat Pump

Model	Description	Factory	Standard	Specials
GSH (SMARTSOURCE PREMIUM)	SINGLE STAGE HORIZONTAL CEILING, 007 – 070	SLP	4 -- 6 W	+2 - 4 W
GSV (SMARTSOURCE PREMIUM)	SINGLE STAGE VERTICAL FLOOR, 007 - 070	SLP	4 – 6 W	+2 - 4 W
GTH (SMARTSOURCE PREMIUM)	TWO STAGE HORIZONTAL CEILING, 026 – 072	SLP	4 – 6 W	+2 - 4 W
GTV (SMARTSOURCE PREMIUM)	TWO STAGE VERTICAL FLOOR, 026 – 072	SLP	4 – 6 W	+2 - 4 W
GCV (SMARTSOURCE COMPACT)	SMALL VERTICAL FLOOR, 007-070	SLP	6 -- 8 W	CF*
CCH, CCW (ENFINITY)	LARGE HORIZONTAL CEILING, 072 - 120	SLP	4 – 6 W	+2 - 4 W
CCH, CCW (ENFINITY)	SMALL HORIZONTAL CEILING, 007 – 060	SLP	6 -- 8 W	+2 - 4 W
LVC, LVW (ENFINITY)	LARGE VERTICAL, 072 – 290	SLP	4 – 6 W	+2 - 4 W
VFC, VFW (ENFINITY)	SMALL VERTICAL FLOOR, 019 – 070	SLP	6 – 8 W	+2 - 4 W
WCA, WRA, WHA	WATER TO WATER UNITS, ALL SIZES	AUB	15 – 17 W	CF*
MHC, MHW	WALL CONSOLE, 007 – 018	SLP	4 – 6 W	+2 - 4 W
VHF (CABINET)	VERTICAL STACK, 009 – 036	SLP	4 – 6 W	+2 - 4 W
VHC, VHW (CHASSIS)	VERTICAL STACK, 009 – 036	SLP	4 – 6 W	+2 - 4 W

[WSHP QUICKSHIP PROGRAM](#)

### Unit Ventilator

Model	Description	Factory	Standard	Specials
UAVS, UAVB	FLOOR, FACE & BYPASS, 750 – 1500	SLP	4 -- 6 W	+5 - 6 W
UAVV, UAVR	FLOOR, VALVE CONTROL, 750 – 1500	SLP	4 – 6 W	+5 - 6 W
UAHF, UAHB	CEILING, FACE & BYPASS, 750 – 2000	SLP	4 – 6 W	+5 - 6 W
UAHV, UAHR	CEILING, VALVE CONTROL, 750 – 2000	SLP	4 -- 6 W	+5 - 6 W
UAZQ, UAZR, UAZU	FLOOR, SELF-CONTAINED, A/C, 24,000 – 54,000	SLP	4 – 6 W	+5 - 6 W
UAEQ	FLOOR, SELF-CONTAINED, AIR SOURCE HP	SLP	4 – 6 W	+5 - 6 W
UARQ, UERQ, UGRQ	FLOOR, SELF-CONTAINED, WATER SOURCE HP	SLP	4 – 6 W	+5 - 6 W

[UV QUICKSHIP PROGRAM \(AV & AH\)](#)

\*CF = Consult Factory



## Unit Ventilator Field Installed Accessories

Description	Standard
WALL SLEEVES	4 - 6 W
LOUVER – UNFINISHED, PAINTED	6 - 8 W
LOUVER – ANODIZED	8 - 10 W
VENTIMATIC – GRILLES	6 - 8 W

## Fancoil

Model	Description	Factory	Standard	Specials
FHHH, FHHC, FHHR	HORIZ, THINLINE CAB UNIT HEATER, 200-1200	SLP	5 – 7 W	+3 - 5 W
FCHH, FCHC, FCHR	HORIZONTAL THINLINE, 200-1200	SLP	5 – 7 W	+3 - 5 W
FHVH, FHVC, FHVS	VERTICAL THINLINE CAB UNIT HEATER, 200-1200	SLP	5 – 7 W	+3 - 5 W
FCVH, FCVC, FCVS	VERTICAL THINLINE FAN COILS, 200-1200	SLP	5 – 7 W	+3 - 5 W
BCHD (PRECISE LINE)	HORIZONTAL LARGE CAP BLOWER COIL, 600-5000	SLP	8 – 10 W	CF
HHBB	LARGE CAPACITY BELT DRIVE, 800-3000	SLP	8 – 10 W	+3 - 5 W
HHDB	LARGE CAPACITY DIRECT DRIVE, 600-2000	SLP	8 – 10 W	+3 - 5 W
LAH (DESTINY)*	AIR HANDLER, 200-1000	SLP	4 – 6 W	+3 - 5 W
LAH (DESTINY)*	AIR HANDLER, 1500-3000	SLP	4 – 6 W	+3 - 5 W
FSG (OPTILINE)	VERTICAL STACK		11 – 13 W	+ 2 W
UDH, UHH, UDX, UHX	UNIT HEATERS, 18,000-340,000		4 - 6 W	4 - 6 W
THC	ECONOMY HORIZONTAL HIDEAWAY/SLIM		12 - 14 W	

[FC THINLINE QUICKSHIP PROGRAM](#)

[FC LARGE CAP QUICKSHIP PROGRAM](#)

[DESTINY QUICKSHIP PROGRAM](#)

### Units of Measure:

W – Weeks

Standard – Standard Delivery, no FPA Specials or Factory Installed Options

Specials - Extended Lead times, Customized orders, includes FPA Specials and Factory Installed Options, these require additional engineering time

### Notes:

Availability of components may affect scheduled date, regardless of stated lead time. Availability of stock units is found on the Daikin Sales Portal. It assumes the customer's credit to be 100% acceptable, not requiring letters of credit, etc. Customer's purchase order (if not buy/resell) has been received and is correct, and order write-up is correct and complete.

\* Lead time may be longer for units with DX coils, SST coil casings, VFD's, starters, electric heat, TEFC or 575V motors, DD plenum fans, fused disconnects and special downflow units.  
Special downflow units - consult factory for lead time.



# Shipping Schedule

## Chiller Products-Daikin Applied Americas

To: All Chiller Product Representatives & Distributors

From: Chiller Product Managers

Current Leadtimes as of 3/3/2020

A/C Scroll Chiller (Trailblazer AMZ & AGZ)	Plant	Standard	Specials	CRN
AMZ010A-040A	STN	8-9W	CF	N/A
AGZ030E-241E	STN	11-12W	CF	CA
<b>Exceptions:</b> AGZ030E-241E QUICK SHIPS (not all models included in quick ship, see DST) *Quick Ships are only scheduled one per week, check L/T with Customer Service before quoting a L/T. AGZ030E-241E PA Steel Act, American Made Designation, and Seismic Certification Scroll Units requiring A/C special testing	STN	6W	N/A	
	STN	CF	CF	
	STN	CF	CF	
A/C Screw Chiller (Pathfinder AWW)	Plant	Standard	Specials	CRN
AWV008A-030A	STN	16-17W	CF	CA
<b>Exceptions:</b> <b>AWV030A</b> Currently this model is carrying longer than usual leadtimes. AWV008A-030A PA Stell Act, American Made Designation, and Seismic Certification Screw Units requiring A/C special testing	STN	CF	CF	
	STN	CF	CF	
	STN	CF	CF	
W/C Scroll Chiller (WGZ)	Plant	Standard	Specials	CRN
WGZ030D-200D	STN	10-11W	CF	CA
W/C Scroll Templifier Chiller (TGZ)	Plant	Standard	Specials	CRN
TGZ040A-190A	STN	10-11W	CF	CA
W/C Screw Chiller (Navigator WWV)	Plant	Standard	Specials	CRN
WWV120A-300A	STN	12-13W	CF	CA
W/C Magnetic Bearing Chiller (Magnitude WMC & WME)	Plant	Standard	Specials	CRN
WMC043S-060S Single Compressor	STN	12-13W	CF	CA
WMC036D-060D Dual Compressor	STN	12-13W	CF	CA
WMC Units requiring Harmonic Filter	STN	12-13W	CF	
WME092CS & WME106CS Single Compressor Centrifugal Chiller	STN	12-13W	CF	CA
WME092, 99, & 106 Dual Compressor Centrifugal Chiller	STN	12-13 W	CF	CA
<b>Exceptions:</b>  Units containing higher than 150 PSI, Stainless Steel, Titanium, or CuNi Tubes and/or Clad Tube Sheets and coated heads All Witness testing for W/C units typically adds 1-3 weeks to standard leadtime	STN	CF	CF	
	STN	CF	CF	
W/C Oiled Centrifugal Chiller	Plant	Standard	Specials	CRN
Oiled Centrifugal units with Solid State Starters	STN	12-13 W	CF	CA
Oiled Centrifugal units with CAB #1 Starters	STN	12-13 W	CF	CA
Oiled Centrifugal units with CAB #2 Starters	STN	16-18 W	CF	CA
Oiled Centrifugal units with CAB #3 Starters	STN	18-20 W	CF	CA
HSC079-126 Heat Recovery Chiller	STN	CF	CF	CA

TSC079-126 Templifier Chiller	STN	CF	CF	CA
WCC079-126 Counterflow Chiller	STN	CF	CF	CA

### Exceptions:

Units containing higher than 150 PSI, Stainless Steel, Titanium, or CuNi Tubes and/or Clad Tube Sheets and coated heads	STN	CF	CF	
<b>All Witness testing for W/C units typically adds 1-3 weeks to standard leadtime</b>	STN	CF	CF	

Staunton Stock Program	Plant	Standard	Specials	CRN
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Stock availability is found on the Sales Portal  
If you do not see a unit that fits your needs please contact Customer Service  
Certain straight stock shipments may require up to 72 hours to ship  
Stock modifications carry a two week leadtime

W/C Centrifugal Starters & VFD	Plant	Standard	Specials	CRN
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<b>Solid State Starters thru 600 Volts</b>		<b>6W</b>	CF	N/A
<b>Solid State Starters greater than 600Volts</b>		<b>10W</b>	CF	N/A
<b>VFD's 480 &amp; 600 Volt (CAB #1)</b>		<b>6-8W</b>	CF	N/A
<b>VFD's 480 &amp; 600 Volts (CAB #2)</b>		<b>12-16W</b>	CF	N/A
<b>VFD's 480 Volts greater than 809 RLA (CAB #3)</b>		<b>16-18W</b>	CF	N/A
<b>VFD's 600 Volts greater than 651RLA (CAB #3)</b>		<b>16-18W</b>	CF	N/A

A/C Condensers & Fluid Coolers	Plant	Standard	Specials	CRN
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Condensers: LAV/LEV		7 W	CF	N/A
Fluid Coolers: FEV/FAV		7 W	CF	N/A

### Units of Measure:

**W** = Weeks  
**CA** = Consult Application Engineering  
**CF** = Consult Factory  
**STD** = Standard unit, no FPA Specials or Witness Testing  
**Specials** = FPA Specials, Witness Testing

### Notes:

The stated lead times represent the time period required to produce and ship the order. It assumes the customers's credit to be 100% acceptable, not requiring letters of credit, etc., customer's purchase order has been received and is correct, specification data is complete, and excludes time lost through sales communication with field to resolve technical matters, et.., all of which precede production scheduling.  
No exceptions will be made.

Note: For information on non-standard leadtimes contact the appropriate applications/customer service group



# Shipping Schedule

## Modular Central Plant Products

To: All Chiller Product Representative's & Distributors

Product Code:

From: Daikin Applied

Attention Canadian Reps: If the selected chiller heat exchangers do not have Canadian Registration Numbers (CRNs), chiller lead-times may be extended - Contact Phoenix Customer Service

Multiple MCP modules may increase the Lead Time, please consult factory (CF).

Current Lead Time as of:	July 01, 2019	PHX=Phoenix	W=Weeks	CF=Consult Factory	
Standard Modular Central Plants	Option	Plant	Standard	Specials	CRN
MCP-WMC-SC-ST-XC-100-1 thru MCP-WMC-SC-ST-XC-400-1	Standard Construction	PHX	18 ~ 26W	CF	CF
MCP-WMC-DC-ST-XC-200-1 thru MCP-WMC-DC-ST-XC-800-1	Standard Construction	PHX	20 ~ 26W	CF	CF
Power	460/60/3 – 208/60/1 (V/Hz/Ph)				
Chilled Water Pressure (Ft. Head)	50-75-100 external of MCP				
Connection	Mechanical Grooved Couplings				
Insulation	1 inch Elastomeric				
Controls	Siemens BacNet IP platform				
Testing	Standard Factory Quality Test				

Standard Modular Central Plants	Option	Plant	Standard	Specials	CRN
MCP-WSC-SC-ST-XC-200-1 thru MCP-WSC-SC-ST-XC-800-1	Standard Construction	PHX	18 ~ 26W	CF	CF
MCP-WSC-DC-ST-XC-400-1 thru MCP-WSC-DC-ST-XC-600-1	Standard Construction	PHX	20 ~ 26W	CF	CF
Power	460/60/3 – 208/60/1 (V/Hz/Ph)				
Chilled Water Pressure (Ft. Head)	50-75-100 external of MCP				
Connection	Mechanical Grooved Couplings				
Insulation	1 inch Elastomeric				
Controls	Siemens BacNet IP platform				
Testing	Standard Factory Quality Test				

Standard Modular Central Plants	Option	Plant	Standard	Specials	CRN
MCP-WDC-SC-ST-XC-400-1 thru MCP-WDC-SC-ST-XC-800-1	Standard Construction	PHX	22 ~ 26W	CF	CF
MCP-WDC-SC-ST-XC-800-1 thru MCP-WDC-SC-ST-XC-900-1	Standard Construction	PHX	22 ~ 26W	CF	CF
Power	460/60/3 – 208/60/1 (V/Hz/Ph)				
Chilled Water Pressure (Ft. Head)	50-75-100 external of MCP				
Connection	Mechanical Grooved Couplings				
Insulation	1 inch Elastomeric				
Controls	Siemens BacNet IP platform				
Testing	Standard Factory Quality Test				



SC=Single Chiller  
ST=Single Tower  
XC=No Special Options

DC=Dual Chiller  
DT=Dual Tower

**PURCHASE ORDER ACCEPTANCE**

All Purchase Orders are subject to credit approval.

**CLEAN RELEASE:**

The production lead time stated above represent the time period necessary to produce and ship an MCP after a clean released order is received by Daikin Applied Phoenix. To ensure these lead times, the following requirements for a clean release must be met:

1. The customer's credit is 100% acceptable, not requiring letters of credit, etc.
2. The customer's purchase order has been received and the information it contains is correct, terms and conditions have been accepted and Daikin Applied has been authorized to proceed.
3. The submittals (including all MCP components) have been approved with a letter or statement from the Engineer of Record.
4. Time lost due to delays caused by unresolved technical issues is excluded.

Satisfaction of these requirements precedes production scheduling.

**Notes:**

1. Due to the nature of the MCP, job specific submittals will be produced within 2-3 weeks of purchase order receipt.
2. The production lead time may be reduced upon early Submittal review and approval of long lead components (i.e. Chillers, Towers, Boilers, Pumps, etc.)



## Service Program 1 – Centrifugal Chillers

---

Daikin Applied will perform the following procedures:

### Annual Inspection

1. Test for refrigerant leaks including relief valve piping outlets
2. Check main starter and control panel
3. Inspect and tighten electrical connections
4. Check relays, operating, and safety controls
5. Check flow switch operation
6. Lubricate inlet vane linkage, if applicable
7. Check vane control setting and operation
8. Take and record water side pressure drops across vessels
9. Perform MicroTech check, log, and last fault analysis, and analyze performance.
10. Perform operating log if not MicroTech and analyze
11. Meg compressor and oil pump motors
12. Clean oil cooler strainer, water cooled only
13. Check oil sump heater operation
14. Perform oil analysis for wear metals, moisture, and acid
15. Inspect vibration eliminators and inspect water piping for leaks
16. Blow down condenser water strainer(s)
17. Check head pressure control operation for tower fans or bypass valve
18. Check minimum condenser water temperature operation
19. Clean purge drum and oil separator where applicable
20. Check oil in purge pump and oil separator where applicable
21. Lubricate purge pump motor where applicable
22. Visually inspect water side of condenser

### Semi-Annual Inspection

1. Review manufacturer's recommendations for operation
2. Check auxiliary equipment operation
3. Check oil levels
4. Check oil sump heater, gear case heater, and purge pump oil heaters where applicable
5. Check relays, operating, and safety controls
6. Check chilled water pump(s)
7. Check condenser water pump(s) and cooling tower
8. Check water chiller
9. Check purge unit operation where applicable
10. Log all operating conditions
11. Review operating procedures with chiller operator

### Operational Inspection

1. Review owner's log for trends
2. Inspect chiller for leaks
3. Inspect starter contacts for burns and discoloration
4. Run chiller and log readings, analyze performance
5. Record unusual noises and vibrations
6. Record refrigerant level in sightglass
7. Record oil level in sightglass
8. Verify operation of the oil heater and cooler
9. Check purge operation. Check sight glass and drain non-condensibles from purge drum where applicable
10. Review chiller operation with chiller operator

### First Year Maintenance

1. One Operational Inspection during the cooling season plus one inspection as detailed in items 2-24
2. Test for refrigerant leaks including relief valve piping outlets



3. Check main starter and control panel
4. Inspect and tighten electrical connections
5. Check relays, operating, and safety controls
6. Check flow switch operation
7. Lubricate inlet vane linkage, if applicable
8. Check vane control setting and operation
9. Take and record water side pressure drops across vessels
10. Perform MicroTech check, log, and last fault analysis, and analyze performance.
11. Perform operating log if not MicroTech and analyze
12. Meg compressor and oil pump motors
13. Clean oil cooler strainer, water cooled only
14. Check oil sump heater operation
15. Perform oil analysis for wear metals, moisture, and acid
16. Inspect vibration eliminators and inspect water piping for leaks
17. Check condenser water strainer(s)
18. Check head pressure control operation for tower fans or bypass valve
19. Check minimum condenser water temperature operation.
20. Clean purge drum and oil separator where applicable
21. Check oil in purge and oil separator where applicable
22. Lubricate purge pump motor where applicable
23. Visually inspect water side of condenser
  - Head(s) to be removed by: ☐ Daikin Applied ☐ Customer
  - Cleand Condensers by: ☐ Daikin Applied ☐ Customer

**Exceptions and additions**

- This service does not include "slide back" service on low pressure equipment.



## Service Program 2 – Absorption Chillers

---

Daikin Applied will perform the following procedures:

### Annual Inspection

1. Check starter and control panel
2. Confirm settings of motor overcurrent relay.
3. Inspect and tighten electrical connections
4. Check relays, operating, and safety controls
5. Check chilled-water flow switch operation
6. Check condenser-water flow switch operation
7. Inspect vibration eliminators and water piping for leaks
8. Check condenser water strainer(s)
9. Check solution/refrigerant pumps for abnormal noise
10. Check for steam leaks, NC units
11. Check operation of condensate float, NC units
12. Take solution sample for laboratory analysis
13. Take refrigerant-water sample for laboratory analysis
14. Check purge operation
15. Change purge pump oil
16. Lubricate purge pump motor and check belt tension
17. Clean magnetic strainer on the solution motor cooling circuits, if applicable

### Burner Assembly (if applicable)

#### Annual Inspection

1. Lubricate motors
2. Inspect combustion
3. Inspect all valves
4. Remove pilot assembly and inspect ignition electrodes
5. Inspect operation and limit controls
6. Check and tighten all electrical connections
7. Check tightness of linkage
8. Check flame motor for signal strength
9. Check all fuel pressures
10. Check O<sub>2</sub>, CO<sub>2</sub>, and smoke spot levels

### Seasonal Startup

1. Review manufacturer's recommendations for startup
2. Check auxiliary equipment operation
3. Check and test all operating and safety controls
4. Start chilled water pump(s)
5. Start condenser water pump(s) and cooling tower
6. Start absorber
7. Check solution-pump motor operation
8. Log operating conditions after unit stabilizes
9. Add octyl alcohol, if required
10. Trim solution concentration for maximum efficiency
11. Take solution sample for laboratory analysis
12. Check purge unit operation
13. Review operating procedures with chiller operator

### Operational Inspection

1. Review owner's log for trends
2. Log all operating conditions
3. Complete Periodic Inspection Data Sheet
4. Check function of chilled water flow switch
5. Check accuracy of high-temperature generator-pressure gauge
6. Check function of generator solution-level electrodes



7. Check solution/refrigerant pumps for abnormal noise
8. Check steam valve actuation on NC units
9. Confirm settings of motor overcurrent relays
10. Check and test all operating and safety controls
11. Check purge operation and belt
12. Review chiller operation with chiller operator

#### **First Year Maintenance**

1. One Operational Inspection during the cooling season plus one inspection as detailed in items 2-23
2. Check starter and control panel
3. Confirm settings of motor overcurrent relays
4. Inspect and tighten electrical connections
5. Check relays, operating, and safety controls
6. Check chilled-water flow-switch operation
7. Check condenser water flow switch operation
8. Retorque rupture-disk flange
9. Inspect vibration eliminators and water piping for leaks
10. Check condenser water strainer(s)
11. Check solution/refrigerant pumps for abnormal noise
12. Check for steam leaks, NC units
13. Check operation of condensate float, NC units
14. Take solution sample for laboratory analysis
15. Take refrigerant-water sample for laboratory analysis
16. Take TRG reading, if applicable
17. Check purge operation
18. Change purge pump oil
19. Lubricate purge-pump motor and check belt tension
20. Clean magnetic strainer on solution-motor cooling circuits, if applicable
21. Complete Periodic Inspection Data Sheet
22. Manually clean absorber and condenser tubes
  - Head(s) to be removed by: ☐ Daikin Applied ☐ Customer

#### **Exceptions/Clarifications**

- None



## **Service Program 3 – Reciprocating/Scroll Chillers**

---

Daikin Applied will perform the following procedures:

### **Annual Inspection**

1. Inspect for leaks
2. Check belts, sheaves, and coupling alignment where applicable, and adjust as required
3. Check compressor oil level, acid test oil and meg hermetic motor
4. Check compressor crankcase heater operation
5. Check vibration eliminators
6. Inspect electrical connections, contactors, relays, and operating/safety controls

### **Seasonal Startup**

1. Review manufacturer's recommendations for startu.
2. Check auxiliary equipment operation
3. Energize crankcase heater per manufacturer's recommendation for crankcase warm-up
4. Check and test all operating and safety controls
5. Start chilled water pump, condenser water pump, and cooling tower
6. Start water chiller
7. Check refrigerant charge, oil level, and oil pressure
8. Log all operating conditions after unit stabilizes
9. Review operating procedures and owner's log with chiller operator

### **Operational Inspection**

1. Review owner's log and log all operating conditions
2. Inspect chiller and make adjustments as required
3. Cycle operating controls and check unloaders
4. Review chiller operation with chiller operator

### **Exceptions/Clarifications**

- None



## Service Program 4 – Condensing Units

---

Daikin Applied will perform the following procedures:

### **Air Cooled - Startup Inspection**

1. Review manufacturer's recommendations for startup
2. Energize crankcase heater per manufacturer's recommendation
3. Remove all debris from within and around unit
4. Inspect for leaks
5. Check belts, pulleys, and mounts and adjust as required
6. Lubricate fan and motor bearings per manufacturer's recommendation
7. Inspect electrical connections, contactors and relays
8. Check motor operating conditions
9. Check and clean fan blades as required
10. Check coil
11. Check vibration eliminators where applicable
12. Check compressor oil level, acid test oil and meg hermetic motor(s) 20 HP and above
13. Check and test all operating and safety controls
14. Check operating conditions and adjust as required

### **Operational Inspection**

1. Inspect for leaks
2. Lubricate fan bearings per manufacturer's recommendation
3. Lubricate motor bearings per manufacturer's recommendation
4. Check belts and sheaves and adjust as required
5. Check operating conditions and adjust as required

### **Water Cooled - Startup Inspection**

1. Review manufacturer's recommendation for startup
2. Energize crankcase heater per manufacturer's recommendation
3. Inspect for leaks
4. Vent condenser water system of trapped air
5. Inspect electrical connections, contactors, relays and operating/safety controls
6. Check vibration eliminators
7. Check compressor oil level, acid test oil, and meg hermetic motor(s) 20 HP and above
8. Check and test all operating and safety controls
9. Check operating conditions and adjust as required

### **Operational Inspection**

1. Inspect for leaks
2. Check operating conditions and adjust as required

### **Exceptions/Clarifications**

- None



## **Service Program 5 – Fan and Central Fan Systems**

---

Daikin Applied will perform the following procedures:

### **Fans - Inspection**

1. Check and clean fan assembly
2. Lubricate fan bearings per manufacturer's recommendations
3. Lubricate motor bearings per manufacturer's recommendations
4. Check belts and sheaves
5. Tighten all nuts and bolts
6. Check motor mounts and vibration pads
7. Check motor operating conditions
8. Inspect electrical connections and contactors
9. Lubricate and adjust associated dampers and linkage
10. Check fan operation

### **Central Fan Systems - Inspection**

1. Lubricate fan bearings per manufacturer's recommendations
2. Lubricate motor bearings per manufacturer's recommendations
3. Check belts and sheaves
4. Tighten all nuts and bolts
5. Check motor mounts and vibration pads
6. Check motor operating conditions
7. Inspect electrical connections and contactors
8. Lubricate and adjust associated dampers and linkage
9. Check fan operation
10. Check strainers, check steam traps, and hand valves
11. Check filter-advancing mechanism and lubricate and adjust as required
12. Inspect filters
13. Check heating and cooling coils
14. Inspect humidifier

### **Exceptions/Clarifications**

- None



## **Service Program 6 – Cooling Towers and Evaporative Condensers**

---

Daikin Applied will perform the following procedures:

### **Annual Inspection**

1. Remove all debris from within and around unit and flush as required
2. Check and blow down strainers, bleed, overflow, and drain
3. Lubricate fan and motor bearings per manufacturer's recommendation
4. Check oil in gear reducer assembly as per manufacturer's recommendation
5. Check belts, motor pulley, and motor mounts and adjust as required
6. Inspect electrical connections, contactors, relays, and operating/safety controls
7. Check motor operating conditions
8. Clean float valve assembly and check for proper operation
9. Structural components and fill are not included in agreement

### **Operational Inspection**

1. Inspect fan, motor and belts
2. Check oil level in gear reducer and add oil as required
3. Check intake strainer, bleed, and overflow
4. Check operating conditions and adjust as required

### **Exceptions/Clarifications:**

- Mechanical moving parts coverage only



## **Service Program 7 – Pumps**

---

Daikin Applied will perform the following procedures:

### **Inspection**

1. Lubricate pump bearings per manufacturer's recommendations
2. Lubricate motor bearings per manufacturer's recommendations
3. Tighten all nuts and bolts; check motor mounts and vibration pads
4. Visually check-pump alignment and coupling
5. Check motor operating conditions
6. Inspect electrical connections and contactors
7. Check and blow down condenser-pump strainers and check hand valves
8. Inspect mechanical seals or inspect pump packing
9. Verify gauges for accuracy

### **Exceptions/Clarifications**

- Mechanical moving parts coverage only



## Service Program 8 – Terminal Units

---

Daikin Applied will perform the following procedures:

### Unit Ventilator Inspection

1. Brush and vacuum grills, coil, fan and unit interior
2. Lubricate fan motor bearings per manufacturer's recommendations
3. Check belts and sheaves and adjust as required
4. Check and clean drains and drain pan
5. Check and clean strainers; check steam traps and hand valves
6. Inspect filters
7. Check unit operating conditions.
8. Lubricate and adjust dampers and linkage.

### Unit Heaters Inspection

1. Brush and vacuum coil, fan, and housing as require
2. Lubricate fan and motor bearings per manufacturer's recommendations
3. Check belt and sheaves and adjust as required
4. Check and clean strainers; check steam traps and hand valves
5. Inspect electrical connections, contactors, relays and operating/safety controls
6. Check unit operation and adjust as required

### Fan Coils Inspection

1. Brush and vacuum coil, grills, fan, and unit interior
2. Lubricate fan and motor bearings per manufacturer's recommendation
3. Check belt and sheaves and adjust as required
4. Check and clean drains and drain pans
5. Check and clean strainers; check steam traps and hand valves
6. Check unit operating conditions

### Radiation Inspection

1. Visually inspect fins/cast iron and clean as required
2. Check and clean strainers; check steam traps and hand valves

### Induction Units Inspection

1. Visually inspect coil and clean as required
2. Check and clean drains and drain pans
3. Clean discharge grill
4. Check and clean strainers; check steam traps and hand valves

### Reheat Coils Inspection

1. Visually inspect coil and clean as required
2. Check and clean strainers. Check steam traps and hand valves
3. Inspect electrical connections, relays, contactors, and operating and safety controls (electric coils only).

### Boxes - Dual Duct and Variable Air Volume Inspection

1. Inspect box for duct work connection
2. Lubricate and adjust dampers and linkage

**Exceptions/Clarification:** None





## Service Program 9 – Automatic Temperature Controls

---

Daikin Applied will perform the following procedures:

### Air Compressor

1. Drain tank and check traps
2. Change oil and check oil pressures
3. Check belts and sheave.
4. Check suction filter
5. Check unloader and check valve
6. Check high-pressure safety valve
7. Check motor operating conditions and lubricate
8. Check PE switch, starter and alternator
9. Record compressor run time

### Refrigerated Air Dryer

1. Check refrigerant pressure (33#).
2. Check refrigerant temperature (35°)
3. Check condenser and cover grills
4. Check drain tap and bypass valves

### Filter and Pressure Reducing Station

1. Check particle filters
2. Check oil filter
3. Check pressure-reducing valve settings
4. Check low-pressure safety switch

### Time Clocks

1. Check operation and settings
2. Check solenoid-air valve and clock-bypass switch

### Boiler, Chiller, Convertor, Pumps, and Zone Control

1. Calibrate all controllers
2. Calibrate all transmitter and receiver gauges
3. Check all PE switches
4. Check all control valves
5. Check all pilot positioners
6. Check all auxiliary control devices

### Fan Systems and HVAC Unit Controls

1. Check all dampers and lubricate
2. Check all pilot positioners
3. Check all control valves
4. Calibrate all controllers
5. Calibrate all transmitters and receiver gauges
6. Check all solenoid air valves, PE switches, and air valves
7. Check all auxiliary control devices
8. Clean/wipe down panel face

### Annual Inspection - Heating Only, Cooling Only or Heating and Cooling Room/Terminal Unit Controls

1. Check all room stats
2. Check all control valves
3. Check operation of unit-coil steam traps

### Exceptions/Clarifications:

- None





## **Service Program 10 – Miscellaneous HVAC Equipment**

---

Daikin Applied will perform the following procedures:

### **Heat Exchanger Inspection**

1. Check for leaks and tighten connections
2. Verify pressure gauge and thermometer accuracy
3. Check and clean strainers; check steam traps and hand valves
4. Check operating safety devices

### **Humidifiers Inspection**

1. Check and clean strainers; check steam trap and hand valves
2. Clean and check float assembly.
3. Check and clean drains and drain pan
4. Clean heating element
5. Inspect electrical connections, relays, contactors, and operating/safety controls
6. Clean plugged spray nozzles
7. Check unit operating conditions

### **Steam PRV Inspection**

1. Verify accuracy of gauges
2. Check unit operation

### **Exceptions/Clarifications**

- None



## **Service Program 11 – Unitary Heating Equipment Only**

---

Daikin Applied will perform the following procedures:

### **Annual Inspection**

1. Lubricate fan bearings per manufacturer's recommendation
2. Lubricate motor bearings per manufacturer's recommendation
3. Check belts and sheaves and adjust as required
4. Lubricate and adjust dampers and linkage
5. Inspect filters
6. Check motor operating conditions
7. Inspect electrical connections, contactors, relays and operating safety controls
8. Check and clean strainers and humidifier; check hand valves and steam traps
9. Visually inspect coil and clean as required
10. Check and clean drains and drain pans
11. Inspect, clean, and lubricate the burner and combustion-control equipment (gas or oil burner only)
12. Check burner sequence of operation and combustion air equipment (gas and oil burner only)

### **Operational Inspection**

1. Lubricate fan bearings per manufacturer's recommendation
2. Lubricate motor bearings per manufacturer's recommendation
3. Check belts and sheaves and adjust as required
4. Inspect filters
5. Check unit operation and make adjustments as required

### **Exceptions/Clarifications**

- None



## **Service Program 12 – Unitary Cooling Equipment Only**

---

Daikin Applied will perform the following procedures:

### **Annual Inspection**

1. Lubricate fan bearings per manufacturer's recommendation
2. Lubricate motor bearings per manufacturer's recommendation
3. Check belts and sheaves and adjust as required
4. Check coils
5. Check and clean drain pan and drains
6. Lubricate and adjust dampers and linkages
7. Inspect filters
8. Check motor operating conditions
9. Inspect electrical connections, contactors, relays, and operating/safety control.
10. Check compressor oil level, acid test oil, and meg motor(s) 20 HP and above; check crankcase heater operation (DX only)
11. Start compressor, check operating conditions, and adjust as required (DX only)

### **Operational Inspection**

1. Lubricate fan bearings per manufacturer's recommendation
2. Lubricate motor bearings per manufacturer's recommendation
3. Check belts and sheaves and adjust as required
4. Inspect filters
5. Check coils
6. Inspect for refrigerant leaks
7. Check operating conditions and adjust as required

### **Exceptions/Clarifications**

- None



## Service Program 13 – Unitary Heating & Cooling Equipment

---

Daikin Applied will perform the following procedures:

### Annual Inspection - Heating

1. Lubricate fan bearings per manufacturer's recommendation
2. Lubricate motor bearings per manufacturer's recommendation
3. Check belts and sheaves and adjust as required
4. Lubricate and adjust dampers and linkage
5. Inspect filters
6. Check motor operating conditions
7. Inspect electrical connections, contactors, relays, and operating safety controls
8. Check and clean strainers and humidifier; check hand valves and steam traps
9. Check and clean drains and drain pans
10. Inspect, clean, and lubricate the burner and combustion control equipment
11. Check burner sequence of operation and combustion air equipment

### Operational Inspection

1. Lubricate fan bearings per manufacturer's recommendation
2. Lubricate motor bearings per manufacturer's recommendation
3. Check belts and sheaves and adjust as required
4. Inspect filters
5. Check unit operation and make adjustments as required

### Annual Inspection - Cooling

1. Lubricate fan bearings per manufacturer's recommendation
2. Lubricate motor bearings per manufacturer's recommendation
3. Check belts and sheaves and adjust as required
4. Check coils
5. Lubricate and adjust dampers and linkages
6. Check and clean drain pan and drains
7. Inspect filters
8. Check motor operating conditions
9. Inspect electrical connections, contactors, relays, and operating/safety controls
10. Check compressor oil level, acid test oil, and meg motor(s) 20 HP and above; check crankcase heater operation (DX only)
11. Start compressor, check operating conditions, and adjust as required (DX only)

### Operational Inspection

1. Lubricate fan bearings per manufacturer's recommendation
2. Lubricate motor bearings per manufacturer's recommendation
3. Check belt and sheaves and adjust as required
4. Inspect filters
5. Check coils
6. Visually inspect for refrigerant leaks
7. Check operating conditions and adjust as required

### Exceptions/Clarifications:

- None





## **Service Program 14 – Steam Boilers**

---

Daikin Applied will perform the following procedures:

### **Annual Inspection**

1. Inspect fireside of boiler and record condition
2. Brush and vacuum soot and dirt from flues and combustion chamber
3. Inspect firebrick and refractory for defects
4. Visually inspect boiler pressure vessel for possible leaks and record condition
5. Drain and flush water side of boiler to remove loose scales and sludge and record condition
6. Disassemble, inspect, and clean low-water cutoff
7. Check hand valves and automatic feed equipment and adjust as required
8. Inspect, clean, and lubricate the burner and combustion control equipment
9. Reassemble and fill boiler and fire burner to boil off oxygen
10. Check burner sequence of operation and combustion-air equipment
11. Check fuel piping for leaks and proper support

### **Seasonal Startup**

1. Review manufacturer's recommendations for boiler and burner startup
2. Check fuel supply
3. Check auxiliary equipment operation
4. Inspect burner, boiler and controls prior to startup
5. Start burner, check operating controls, test safety controls and pressure-relief valve
6. Perform combustion tests and adjust burner for maximum efficiency
7. Log all operating conditions
8. Review operating procedures and owner's log with boiler operator

### **Operational Inspection**

1. Review owner's log and log all operating conditions
2. Inspect boiler and burner and make adjustments as required
3. Test low-water cut-off and pressure-relief valve
4. Check operating and safety controls
5. Review boiler operation with boiler operator

### **Seasonal Shut Down**

1. Review owner's log and log all operating conditions
2. Shut off burner and open electrical disconnect
3. Close fuel supply valves
4. Thoroughly blow down boiler
5. Review boiler operation with boiler operator

### **Exceptions/Clarifications**

- None



## **Service Program 15 – Hot Water Boilers**

---

Daikin Applied will perform the following procedures:

### **Annual Inspection**

1. Inspect fireside of boiler and record condition
2. Brush and vacuum soot and dirt from flues and combustion chamber
3. Inspect firebrick and refractory for defects
4. Visually inspect boiler pressure vessel for possible leaks and record condition
5. Disassemble, inspect, and clean low-water cutoff
6. Check hand valves and automatic feed equipment and adjust as required
7. Inspect, clean, and lubricate the burner and combustion control equipment
8. Reassemble boiler
9. Check burner sequence of operation and combustion air equipment
10. Check fuel piping for leaks and proper support

### **Seasonal Startup**

1. Review manufacturer's recommendations for boiler and burner startup
2. Check fuel supply
3. Check auxiliary equipment operation
4. Inspect burner, boiler, and controls prior to startup
5. Start burner, check operating controls, and test safety controls and pressure-relief valve
6. Perform combustion tests and adjust burner for maximum efficiency
7. Log all operating conditions
8. Review operating procedures and owner's log with boiler operator

### **Operational Inspection**

1. Review owner's log and log all operating conditions
2. Inspect boiler and burner and make adjustments as required
3. Test low-water cut-off and pressure-relief valve
4. Check operating and safety controls
5. Review boiler operation with boiler operator

### **Seasonal Shut Down**

1. Review owner's log. Log all operating conditions
2. Shut off burner and open electrical disconnect
3. Close fuel supply valves
4. Review boiler operation with boiler operator

### **Exceptions/Clarifications**

- None



## Service Program 16 – Predictive Maintenance

---

Daikin Applied will perform the following procedures:

**Spectrochemical Oil Analysis:** 0 Oil Analysis(es) will be performed annually

Parameters Tested	Results
Metals	Diagnosis
Moisture	Trends
Acid Number	Recommendations

**Refrigerant Analysis:** 0 Refrigerant Analysis(es) will be performed annually

Parameters Tested	Results
High Boiling Residue	Diagnosis
Acid Number	Trends
Moisture Content	Recommendations

**Eddy Current Tube Analysis:** 0 Eddy Current Analysis(es) will be performed annually  
▪ Or is available on a quoted basis

Parameters Tested	Results
Corrosion	Verbal Report
Support Water	Written Report
Freeze Bulges	Charts/Diagrams
Split Fins	Recommendations
Leakers	
Pitting	

**Vibration Analysis:** 0 Vibration Analysis(es) will be performed annually

Parameters Tested	Results
Measure Horizontal Deflections	Report
Measure Vertical Deflections	Trends
Measures Axial Deflections	Recommendations
Establish Baseline	

**Lithium Bromide Analysis:** 0 Lithium Bromide Analysis(es) will be performed annually

Parameters Tested	Results
Metals	Diagnosis
Lithium Bromide %	Trends
Lithium Hydroxide	Recommendations
Inhibitor	Chemical Additions
Ammonia %	
Alcohol Additive	
Foaming Test	
Foreign Contamination	

**Refrigerant Water Analysis:** 0 Refrigerant Water Analysis(es) will be performed annually

Parameters Tested	Results
Lithium Bromide Content	Diagnosis
Alkalinity	Trends
Inhibitor By-Product	Recommendations
N Factor	

**Glycol Analysis:** 0 Glycol Analysis(es) will be performed annually

**Parameters Tested**

Color  
Glycol Content  
Freezing Point  
Suspended Solids  
Reserve Alkalinity  
Acid Number

**Results**

Diagnosis  
Trends  
Recommendations

**Flue Gas Analysis:** 0 Flue Gas Analysis(es) will be performed annually

**Parameters Tested**

CO<sub>2</sub> Content  
O<sub>2</sub> Content  
Stack Temperature

**Results**

Diagnosis  
Trends  
Recommendations

**Exceptions**

- None



## Service Program 17 – Vane Axial Fans

---

Daikin Applied will perform the following procedures:

### Inspection

1. Inspect inlet bells and screens, discharge flanges, fan supports, and braces for defects
2. Remove, clean, and inspect all rotor blades for wear (blade removal not required on Joy fans)
3. Inspect thrust bearing on each blade
4. Remove spider or hub and clean
5. Reassemble fan rotor and torque properly
6. Check blade pitch
7. Inspect linkages for proper operation and defects
8. Check motor mounting bolts - torque per specification
9. Verify correct lubricants recommended by manufacturer
10. Install grease zerts where applicable
11. Clean grease inlet areas to prevent grease contamination
12. Lubricate motor bearings
13. Grease blade shaft bearings
14. Grease spider hub sliding joint; joy fans - open pressure relief ports
15. Lubricate blade links and inspect for binding
16. Lubricate pillow block bearing where applicable
17. Check starter contacts
18. Check all electrical connections for looseness and overheating
19. Check voltages on all phases of starter and record values
20. Check motor amps on each phase for balance and correctness at full pitch and record values
21. Meg motor windings and record values
22. Check for air leaks
23. Check control air and actuator air pressures
24. Calibrate pitch controller and verify there is no hunting
25. Check time delay on start-up
26. Perform electronic-vibration analysis of both axes (this does not include cost of extensive balancing)

### Exceptions/Clarifications

- None



## **Service Program 19 – Inspection and Conversion**

---

Daikin Applied will perform the following procedures:

### **Leak Testing/Repair**

1. Test chiller and related equipment for refrigerant leakage
2. Identify and locate leaks
3. Recommend corrective procedures
4. Repair leaks if equipment covered under a comprehensive agreement

### **Recover/Retain/Recycle**

1. Recover and recycle refrigerant from chiller as necessary
2. Identify type(s) of refrigerant and amount(s) recycled
3. Replenish refrigerant in chiller as needed, if inspected and leaks repaired
4. Identify type(s) of refrigerant and amount(s) required
5. Reclaim refrigerant from equipment
6. Identify type(s) and amount(s) of refrigerant reclaimed
7. Verify date(s) tested, distillation vendor, and date(s) shipped and returned

### **Disposal**

1. Dispose of refrigerant
2. Identify type(s) and amount(s) of disposed refrigerant
3. Verify date(s) tested, disposal vendor, and date(s) shipped
4. Obtain necessary federal, state, and local authorization for transport and disposal of refrigerant.
  - Refrigerant Coverage by: ☐ Daikin Applied    ☐ Customer

### **Exceptions/Clarifications**

- Refrigerant coverage – R134a – 100%
- R-11, R-12, R-500 – (CFC) – not covered under this agreement
- R-22 – 100 percent



## Service Program 20 – Screw Chillers

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Daikin Applied will perform the following procedures:

### Annual Inspection

1. Inspect for refrigerant and oil leaks
2. Inspect vibration eliminators and water piping for leaks
3. Check freeze protection, evaporator, and piping heaters, glycol content
4. Check and blow down water piping strainers
5. Check refrigerant in sightglass
6. Check compressor-oil presence in sightglass, if applicable
7. Inspect and tighten electrical connections
8. Check relays and operating/safety controls
9. Check crankcase heater operation
10. Meg hermetic motor
11. Check operation of electronic expansion valve
12. Perform MicroTech check, log, and last fault analysis, and analyze performance
13. Check condenser coils, clean debris from around condenser, Model ALS/AGS air cooled units
14. Check condenser fan operation, Model ALS air-cooled units
15. Check condenser water flow, Model PFS water-cooled units

### Operating Inspection

1. Inspect for refrigerant and oil leaks
2. Inspect vibration eliminators and inspect water piping for leaks
3. Check and blow down water piping strainers
4. Check refrigerant in sightglass
5. Check compressor oil presence in sightglass, if applicable
6. Inspect and tighten electrical connections
7. Check relays and operating/safety controls
8. Check crankcase heater operation
9. Perform MicroTech check, log, and last fault analysis, and analyze performance
10. Check condenser coils, clean debris from around condenser, Model ALS air-cooled units
11. Check condenser water flow, Model PFS water-cooled units
12. Take and record water side pressure drops across vessels

### First Year Maintenance

1. One operational inspection during the cooling season plus one inspection as detailed in items 2-16
2. Inspect for refrigerant and oil leaks
3. Inspect vibration eliminators and water piping for leaks
4. Check freeze protection, evaporator, and piping heaters, glycol content
5. Check and blow down water piping strainers
6. Check refrigerant in sightglass
7. Check compressor oil presence in sightglass, if applicable
8. Inspect and tighten electrical connections
9. Check relays and operating/safety controls
10. Check crankcase heater operation
11. Meg hermetic motor
12. Check operation of electronic expansion valve
13. Perform MicroTech check, log, and last fault analysis, and analysis performance
14. Check and clean condenser coils, Model ALS air-cooled units
15. Check and clean condenser fans, Model ALS air-cooled units
16. Manually clean water side of condenser, Model PFS water cooled units
  - Head(s) to be removed by: ☐ Daikin Applied ☐ Customer

### Exceptions/Clarifications

- None



## Service Program 21 – Magnetic Bearing Chillers

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Daikin Applied will perform the following procedures:

### Annual Inspection

1. Test for refrigerant leaks including relief valve piping outlets
2. Inspect and tighten electrical connections in power panels and control panel
3. Apply dielectric grease to applicable terminals
4. Measure and record main supply voltages
5. Measure and record magnetic bearings coil resistance if applicable
6. Check relays, operating, and safety controls
7. Check flow switch operation
8. Check vane control operation
9. Check Electronic Expansion Valve operation
10. Perform MicroTech II or MicroTech E check, log, and last fault analysis, analyze performance
11. Measure and record water side pressure drops across vessels and compare to design
12. Inspect vibration eliminators and inspect water piping for leaks at chiller and cooling tower
13. Clean (flush) condenser water strainer(s)
14. Check minimum and normal temperature or lift control operation for tower fans and bypass valve
15. Clean external surfaces (painting external surfaces for Comprehensive Maintenance Agreements as determined necessary by Daikin Applied)
16. Log operating conditions
17. Review operating procedures with chiller operator.
18. Optional Tube services included:
  - ☐ Manually brush water side of condenser tubes
  - ☐ Chemical clean water side of condenser tubes
  - ☐ Manually brush water side of evaporator tubes
  - ☐ Chemical clean water side of evaporator tubes
  - ☐ Head(s) to be removed by: ☐ Daikin Applied    ☐ Customer

### Operating Inspection

1. Review owner's log for trends
2. Inspect chiller for leaks
3. Check relays, operating, and safety controls settings
4. Inspect power panels and control panel
5. Measure and record main supply voltages
6. Perform MicroTech II or MicroTech E check, log, and last fault analysis
7. Review compressor event and fault logs
8. Record unusual noises and vibrations
9. Log operating conditions
10. Review chiller (s) operation with the operator

### Exceptions/Clarifications:

- Brush clean condenser tubes to be performed by Daikin Applied



## Service Program 24 – D-Net Performance Services

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Daikin Applied will perform the following procedures:

### Plan options for D-Net™ Remote Services

- ☐ Wired (LAN connection)\*
- ☐ Wireless (modem connection)

\* Requires customer supplied internet connection (two way communication).

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### Inspections

During normal working hours Daikin Applied shall provide \_\_\_ on-site inspections for all equipment listed on the Equipment Schedule on page 3 and \_\_\_ remote inspections for all D-Net communicating equipment listed in Table 1 below, unless otherwise noted.

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#### 1. Daikin Applied agrees to:

- a) For all agreements that include D-Net Remote Services (Remote Monitoring and/or Performance Monitoring), Daikin Applied also agrees to:
- b) Advise the owner in writing of the D-Net remote communications hardware (D-Net Performance Services Communication Hardware List, Table 2), to be installed and the location thereof.
- c) Utilize the D-Net remote communications capabilities to facilitate the speed and efficiency of providing the services described herein for the equipment indicated as "D-Net included". Remote communications access may include but not be limited to: view equipment operating parameters, receive alarms, harvest operating data, and recommend and/or perform service operations that can be done via remote communications.
- d) Remove and recover D-Net hardware that was installed in order to enable D-Net Remote Services and remains the property of Daikin Applied within 30 days of any written cancellation of this agreement.

#### 2. Customer agrees to:

- a) For all agreements that include D-Net Remote Services, Customer also agrees to:
- b) Allow Daikin Applied to link all equipment as noted herein to be remotely serviced or monitored and install and commission D-Net hardware to enable Internet communications to the equipment. All communications equipment provided by Daikin Applied including Applied Local Control panels, routers, modems, and/or Advanced Web Modules shall be labeled "Property of Daikin Applied" and shall remain the property of Daikin Applied.
- c) Allow Daikin Applied to utilize D-Net remote support capabilities to address operational issues, reset alarms, and/or modify a unit's operating parameters to the extent appropriate for remote support for maintenance and repair.
- d) Should Internet communications be lost, allow Daikin Applied access to above communications equipment in a timely manner during normal working hours.
- e) Allow Daikin Applied to access the site within 30 days of any written cancellation of this agreement to remove and recover D-Net hardware that was installed in order to enable D-Net Remote Services and remains the property of Daikin Applied.
- f) Customer agrees that all requests for service must be requested through established means. Daikin Applied will not initiate a service call or respond on-site or via remote D-Net capabilities without appropriate customer communication. However, Daikin Applied may notify the customer of an alarm/issue that the customer may not yet be aware and request if a remote or on-site response is desired.

### Customer Acceptance:

☐ Accept: I agree to Daikin Applied's Terms and Conditions for D-Net Performance Services support as described herein.

☐ Conditional Acceptance: I agree to accept Daikin Applied's D-Net Performance Services with the condition that any repairs to operational issues, resetting of alarms, and/or modifying of unit operating



parameters are done on-site, not remotely. I understand that this may limit Daikin Applied's ability to respond and resolve issues quickly.

**Table 1: D-Net Performance Services Equipment Schedule**

D-Net Hardware (Model/SN)	Location Installed	Date Installed	Date Removed

**Table 2: D-Net Performance Services Communication Hardware List**

D-Net Hardware (Model/SN)	Location Installed	Date Installed	Date Removed

**Exceptions/Clarifications**

- None

## Terms & Conditions

### DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

- Terms of Agreement:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.
- Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.
- Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.
- Shipping Terms:** All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.
- Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.
- Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.
- Cancellations:** Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.
- Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.
- Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.
- Limited Warranty:** Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S

SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. **Warranty Exclusions:** Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.
12. **Limitation on Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.
13. **Infringement:** Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.
14. **Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.
15. **Canada:** The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

**DAIKIN APPLIED AMERICAS INC.**  
**d/b/a Daikin Applied**  
**TERMS & CONDITIONS**

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during

regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that

such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.

18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

## Terms & Conditions – Contractor Agreement

This CONTRACTOR AGREEMENT ("Agreement"), effective this **(Effective Date)** ("Effective Date"), is made and entered into by and between **(Customer/Owner Name)** (hereinafter "Owner") and Daikin Applied Americas Inc. (hereinafter "Contractor").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in this proposal **(Proposal Number)** hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at the **(Customer/Owner Name)**, City of **(Project City)**, State of **(Project State)** (hereinafter "Property");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. Work. Subject to credit approval, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("Subcontractors") to perform the Work through a Subcontract Agreement.
2. Term of Agreement. Contractor will commence Work on the commencement date ("Commencement Date"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. Contract Price. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in this proposal **(Proposal Number)** hereto ("Contract Price"), subject to adjustment per mutual agreement of the parties should the scope of Work changes. The Contract Price **does not** include **sales tax**.
4. Change Orders. Owner may issue deductive change orders in writing. Once the Contract Price is adjusted per mutual agreement of the parties, Contractor will comply with them as soon as feasible. Owner may issue proposed additive change orders, and within twenty (20) calendar days thereafter, Contractor will submit a price for the change, supported by a detailed written estimate. Owner and Contractor will then negotiate the price of the change. If the parties reach an agreement, the adjusted and new Contract Price will be incorporated in a written Change Order signed by both parties. If the parties do not reach agreement as to the price of the change, Owner may order Contractor to proceed with the change, and Contractor will promptly do so, so long as the additive change order is not more than three (3) percent of the Contract Price.
5. Relationship of Parties. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
6. Service/Maintenance- If Applicable. In the event Owner, in addition to the services specified above, adds a Service/Maintenance Agreement to the Scope of Services, the following terms shall apply:
  - 6.1. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Owner. In this regard, Contractor shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
  - 6.2. The Contract Price stated herein is predicated on the fact that all Work will be done during regular working hours of regular working days unless otherwise specified. If for any reason,

Owner requests that Work be performed other than during regular working hours or outside the scope of Work specified hereunder, Owner agrees to pay Contractor any additional charges arising from such additional Work, including but not limited to premium pay, special freight or other fees or costs associated therewith.

- 6.3. Owner agrees to provide Contractor personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for the Work unless restricted specifically in the quote. Owner agrees to ensure that sufficient service access space is provided. Contractor shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Contractor.
- 6.4. This Agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Owner), negligence of the system by others (including the Owner), failure of the Owner to properly operate the system(s), or other causes beyond the control of Contractor.
- 6.5. In the event that Contractor is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Contractor's control, Owner shall pay Contractor for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Contractor rates for performing such services.
- 6.6. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. Owner shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
- 6.7. In the event that Contractor determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any of Owner's equipment, not sold by Contractor under this Agreement, but covered under the Service/Maintenance Agreement, is in need of repair and/or replacement, Contractor shall inform Owner of the equipment condition and remedy. Contractor shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Owner removes the unacceptable system(s), component(s), or part(s) from this Agreement.
7. Compliance with Laws. Contractor and Owner agree that:
  - 7.1. Contractor accepts sole liability for compliance with all governmental regulations related to Contractor's employees and their employment, including without limitation to such items as workers' compensation insurance coverage, unemployment insurance, social security tax withholdings (FICA), withholding for any and all governmental taxes, OSHA requirements, ERISA requirements, Fair Labor Standard Act (FLSA) requirements, the Immigration and Control Act of 1986 (IRCA), work safety rules, as such laws and regulations may apply to Contractor's employees in relation to Work at the Property.
  - 7.2. All employees of Contractor assigned to the Property will have their identity and eligibility for work within the United States of America properly verified. Within five (5) days of receipt of a written request from Owner, Contractor shall provide Owner with copies of the I-9 form or such other documentation as may be appropriate or required to satisfy Owner as to Contractor's compliance with IRCA.
  - 7.3. Contractor shall comply with all applicable governmental regulations and laws in the hiring, supervision, and termination of employees.
  - 7.4. Contractor shall provide equal employment opportunities to all qualified individuals without regard to race, color, national origin, religion, sex, age, or disability. Contractor will comply with the equal employment opportunity policies of Owner and with all equal employment opportunity requirements adopted by any governmental authority including the Civil Rights Act of 1964, Executive Orders 11246, 11375 and 11478, and any state fair employment practices act. Contractor will likewise require its subcontractors to comply with all equal employment opportunity requirements.

8. License and Permits. At Contractor's sole expense, Contractor will obtain and maintain, or require its subcontractors to obtain and maintain, any applicable licenses and/or permits as required by applicable laws and regulations in providing the Work.
9. Insurance. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, the insurance as set forth in Contractor's sample certificate of insurance, attached hereto as Exhibit B.
10. Indemnification. The parties' obligation to defend and indemnify is as follows under this Agreement:
  - 10.1. Upon prompt receipt of written notice from Owner, Contractor shall defend, indemnify, and hold harmless Owner, and Owner's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of Owner's employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct during the performance of the Work, but only to the extent that the Claims stated above were not caused in any way by the actions of any Subcontractor. Subcontractors, pursuant to the Subcontract Agreement with Contractor, hold their own indemnification obligations toward the Owner.

Notwithstanding Contractor's indemnification obligations under this Agreement, these shall not extend to Claims caused by any act or omission by any architect, engineer, consultant, or project manager retained to perform work in connection with the Property. Architects, engineers, consultants, and project managers shall be required to defend, indemnify or hold harmless Owner pursuant to any agreement for the referenced services.
  - 10.2. Upon receipt of prompt written notice from Contractor, Owner shall defend, indemnify, and hold harmless Contractor and its respective officers, directors, employees, and agents, from those damages, liabilities, claims, demands, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of Contractor's employees or any subcontractor thereof) directly caused by a violation of any laws pertaining to Owner's business or any negligence, gross negligence or willful misconduct by Owner during Contractor's performance of the Work.
11. Default.
  - 11.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
  - 11.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
12. Termination. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
  - 12.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
  - 12.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
  - 12.3. If applicable, a Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; or (ii) by Contractor upon five (5) days prior written notice to Owner, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Contractor's

prior approval. If a Maintenance Agreement is terminated for any reason, other than a material breach by Contractor, Owner shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

13. **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.
14. Workmanship Warranty. As for Work Contractor performs, Contractor agrees to perform said Work in a professional and workmanlike manner, and in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. As for Work Subcontractors perform, or agree to perform, the Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a professional and workmanlike manner, and in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of the Subcontractor.
15. Equipment Warranty. All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for McQuay and/or Daikin brand equipment is attached hereto and incorporated herein by this reference.
16. Asbestos and Hazardous Materials. In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense. Owner shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Owner's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Owner. Owner shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Contractor shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
17. Confidentiality. Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
18. Assignment and Delegation. Owner may assign this Agreement to Owner's nominee, only with Contractor's prior written consent.

19. Notices. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

**Daikin Applied Americas Inc.**  
**Attn: Legal Department**  
**13600 Industrial Park Blvd.**  
**Plymouth, MN 55340**  
**Attn: Legal Dept.**

If to Owner:

**(Customer/Owner Name)**  
**(Customer Address 1)**  
**(Customer Address 2)**

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

20. No Waiver. Failure of Owner at any time to require performance by Contractor of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Owner of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.
21. Severability. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.
22. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (other than its rules as to conflicts of law which might require application of laws of another jurisdiction).
23. Miscellaneous.
- 23.1. No Liens. Contractor shall neither suffer nor permit the attachment of any liens upon the Property as a direct result of Contractor's performance of the Work; provided, however, nothing herein shall be construed to limit or abridge Contractor's or Subcontractor's right to assert and enforce a mechanic's lien to the extent of nonpayment hereunder.
- 23.2. Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder, other than the obligation to pay, shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any Subcontractor, materialman, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.
- 23.3. Modifications. No modifications or alterations shall be made to this Agreement unless reduced in writing and signed by Contractor and Owner.
- 23.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Owner agrees that this Agreement is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Owner, all of which additional or conflicting terms and conditions are hereby rejected by Contractor. Further, Owner acknowledges and agrees that any other terms such as those which may be included in future purchase order issued by Owner in accordance with this Agreement, will only establish payment authority for Owner's internal accounting purposes. Any such purchase order will not be considered by Contractor to be a counteroffer,

amendment, modification, or other revision to the terms of this Agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

CONTRACTOR  
Daikin Applied Americas Inc. dba  
Daikin Applied

OWNER  
**(Customer/Owner Name)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

License No. \_\_\_\_\_



# DAIKIN APPLIED GOVERNMENT CONTRACTING



**Redefining the Future of  
Cooperative Purchasing**

**Duane Rothstein**



**DAIKIN APPLIED  
OMNIA PARTNERS  
PUBLIC SECTOR  
CONTRACT**

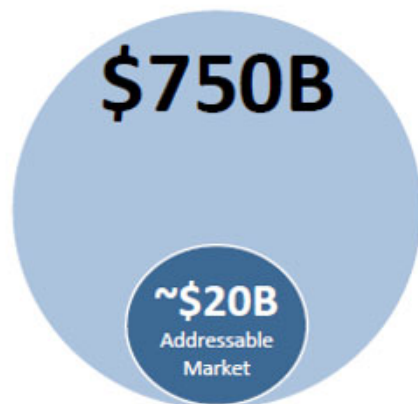
**OMNIA**  
P A R T N E R S

**HVAC Products & Services**

## SLED MARKET PROFILE

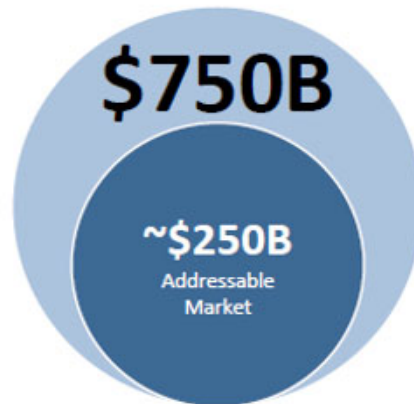
### Existing Market Today

- › Currently, of the \$750B in Non-Federal Government spending, approximately \$20B is attributable to cooperative purchasing
- › Suggesting very modest penetration to date



### Expected Market in Future

- › As more Non-Federal Government entities adopt the cooperative purchasing model, of the \$750B in total spend, the proportion accounted for by cooperative purchasing is expected to grow to \$250B



PAST – PRESENT – FUTURE



## OMNIA CONTRACT CATEGORIES

- › Athletic
- › Apparel
- › Automotive Parts
- › Business Products, Machines & Services
- › **Construction**
- › **Consulting & Professional Services**
- › Disaster Preparedness, Relief & Restoration
- › Equipment Rental
- › **Facilities/Grounds Maintenance**
- › Flooring
- › Food
- › Furniture
- › Grounds Keeping and Irrigation
- › Heavy Equipment
- › **HVAC**
- › Janitorial
- › **Maintenance & Operations**
- › Managed Print Solutions
- › Office Supplies
- › Oracle
- › Playground Equipment
- › **Roofing**
- › School Supplies
- › Technology
- › Travel
- › Many More!



## INDUSTRY LEADING SUPPLIERS

OMNIA  
PARTNERS

Office  
DEPOT

CDW-G  
PEOPLE  
WHO  
GET IT

GRAINGER  
FOR THE ONES WHO GET IT DONE

RICOH  
imagine. change.

US.  
FOODS  
KEEPING KITCHENS COOKING

THE  
HOME  
DEPOT

GraybaR.

CINTAS  
READY FOR THE WORKDAY

GARLAND  
DBS  
since 1895

FASTENAL

amazon business

MYTHICS  
ORACLE  
Platform Partner

xerox

network

Kimball

Connection  
PUBLIC SECTOR SOLUTIONS  
we solve IT

DAIKIN

FASTENAL

School  
Specialty

CATERPILLAR

Canon  
CANON SOLUTIONS AMERICA

TREMCO

NATIONAL

SUNBELT  
RENTALS

TORO

AutoZone

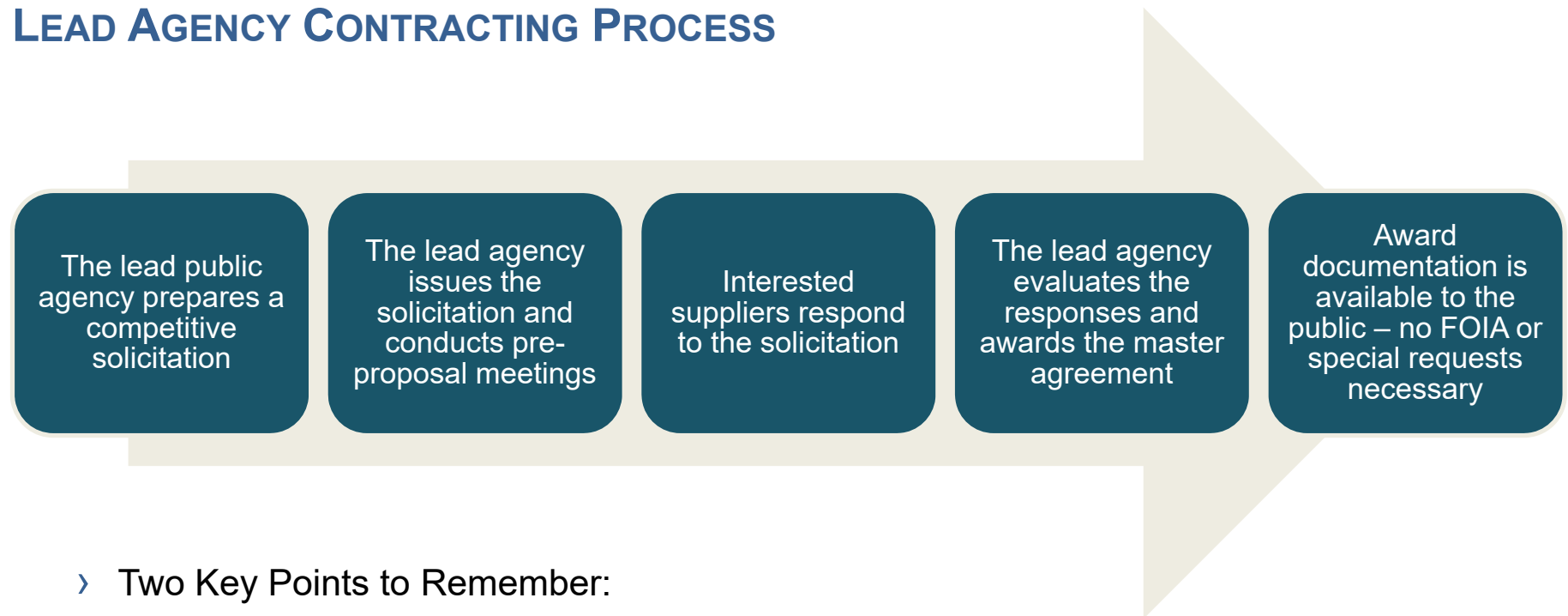
AstroTurf  
SINCE 1955

Allsteel

HON.

DAIKIN

## LEAD AGENCY CONTRACTING PROCESS



### › Two Key Points to Remember:

- › The lead agency owns the contracting process as well as the resulting award to the supplier
  - › All solicitation and award documentation is posted on the OMNIA Partners, Public Sector website\* ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) and available in the documentation section of each awarded agreement
- (\*Currently, you can find contract documentation on the [nationalipa.org](http://nationalipa.org) and [uscommunities.org](http://uscommunities.org) websites)

## LEAD AGENCIES

**OMNIA**  
PARTNERS

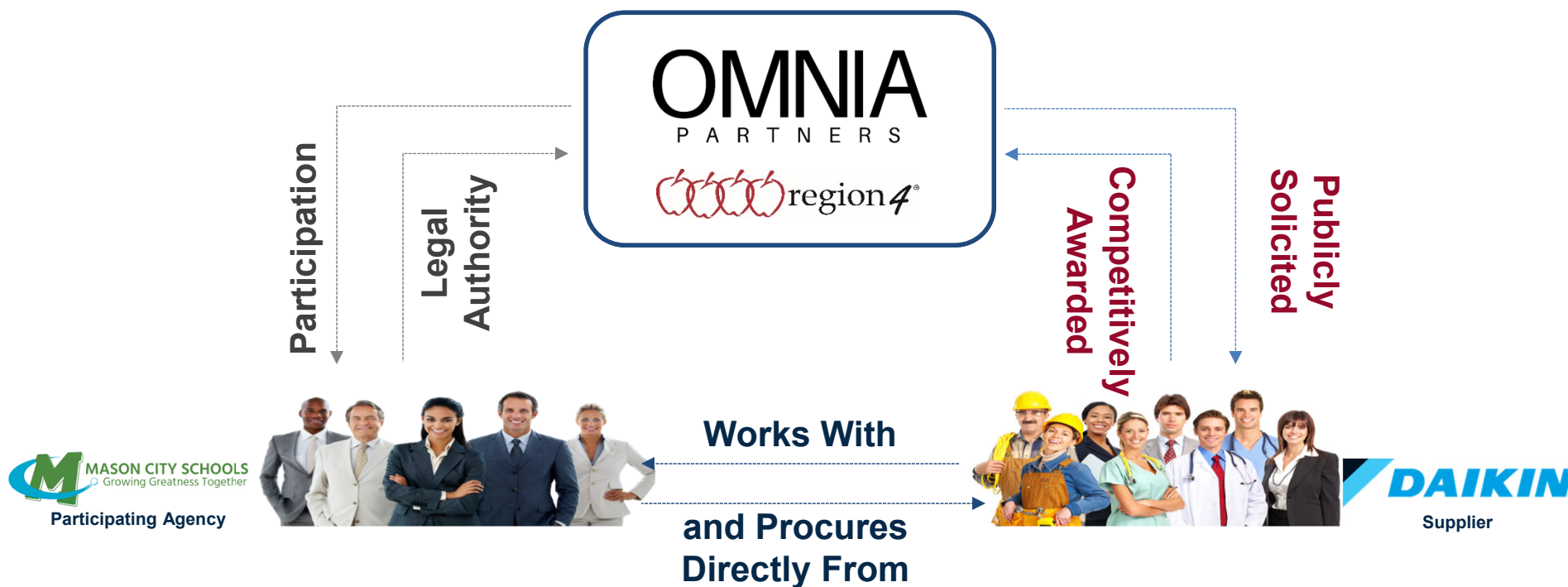


UNIVERSITY  
OF  
CALIFORNIA

Office  
of the  
President



## How It Works?



**OMNIA Partners...A Legal Pathway between Buyers & Suppliers**

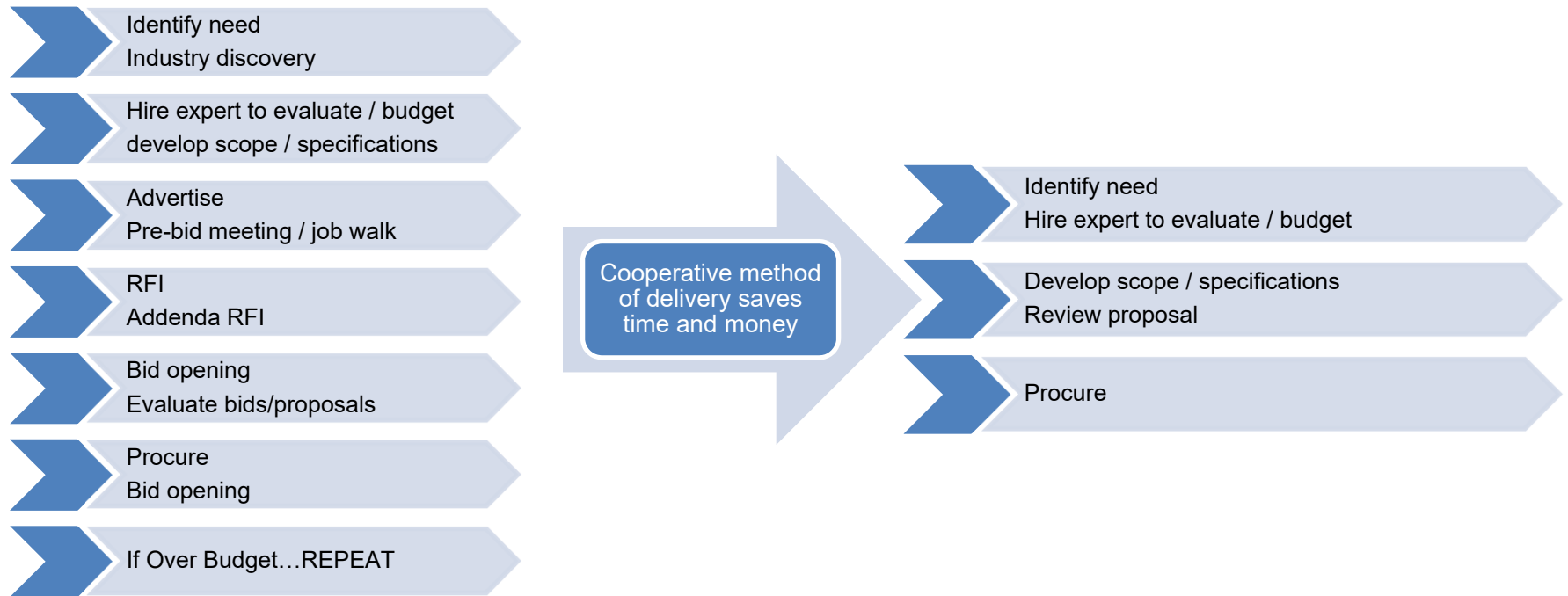
## BENEFITS OF COOPERATIVE PURCHASING

**OMNIA**  
PARTNERS





## TYPICAL VS. COOPERATIVE PROCUREMENT



**There are significant hard and soft cost savings and less likelihood of change orders.**

## COOPERATIVE CALCULATOR – PROCUREMENT COST SAVINGS

	Typical RFP	Cooperative Procurement
Turnkey HVAC Project	\$100,000	\$100,000
Industry Discovery	\$1,000	\$1,000
Spec Engineer/Designer	\$5,000	\$3,000
RFP Development	\$3,000	included
RFQ	\$1,000	N/A
Advertising/Solicitation	\$200	Included
Pre-Bid Meeting/Job Walk	\$1,000	\$500
RFI Process	\$500	N/A
Addenda	\$1,000	N/A
Proposal Evaluation	\$1,500	\$200
Interviews	\$500	N/A
Contracts	\$300	\$100
Change Orders	\$7,000	N/A
Protest/Rework	\$5,700	N/A
<b>Total Project</b>	<b>\$127,700</b>	<b>\$104,800</b>

**Savings**

**17.9%**

## FACILITIES SOLUTIONS CONTRACTS – COMPLIANCE PROGRAM

### Compliance

- › CPNs – Certified Proposal Numbers assures Agency the Vendor is using the OMNIA Contract.
  - › CPN also serves as reference for any Price Verification Requests
- › Price Verification Process – service provided by OMNIA to assure member agency is procuring products and services that are under contract at the prices provided under contract



Benefits: Compliance/tracking, accountability, peace of mind

## DAIKIN APPLIED CONTRACT

- › Contract Number: **R150505**
- › Contract category: HVAC equipment, installation, service and related services
- › Contract term: October 1, 2015, through September 30, 2016.
  - › Four (4) more renewals through 2020
  - › Renewed through September 30, 2020
    - › **Extended through Dec. 31, 2020**
- › Contract due diligence documents:
  - › <https://www.omniapartners.com/publicsector/contract/supplier-contracts/daikin-applied>
- › Full line of HVAC system solutions, retrofits, replacements and maintenance

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### HVAC/Service Solutions for the Public Sector

#### Partners in Cooperative Contract Purchasing

Daikin—the world's number one HVAC manufacturer and OMNIA Partners—the nation's largest and most experienced cooperative purchasing organization, combine to give you streamlined and cost-effective procurement and HVAC solutions.

With the cooperative contract, awarded by Region 4 Education Service Center made available through OMNIA Partners, Daikin Applied is able to put real power behind your next purchase. Team with us to leverage over \$13 billion in purchasing power assets and draw upon the HVAC industry's most technologically advanced and innovative equipment available. We'll help you achieve your district's strategic goals and cooling/heating needs, while creating healthier learning environments for faculty and students through improved indoor air quality.

For more information on cooperative purchasing, contact Duane Rothstein, Daikin Applied Government Vertical Market Manager at [duane.rothstein@daikinapplied.com](mailto:duane.rothstein@daikinapplied.com) or 952.261.9313.

For more information on the Daikin Applied contract and OMNIA Partners, visit: <https://www.omniapartners.com/publicsector/contract/supplier-contracts/daikin-applied>

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- World's number one manufacturer of HVAC equipment
- Over 90 years of experience
- Extensive creative customer solution offerings
- Contract number: **R150505**



- Lead public agency
- 7-county Texas school district in Houston, TX
- 1500+ campuses
- Serving 1.2 million students



- Largest public sector purchasing organization
- Combined National IPA & U.S. Communities to form OMNIA Partners, Public Sector
- Free/simple membership



# DAIKIN APPLIED CONTRACT

OMNIA  
PARTNERS

Public Sector

Power. Access. Trust.

REGISTER

CONTRACTS | SOLICITATIONS | WHO WE ARE | WHAT WE DO | WHO WE SERVE | EVENTS | RESOURCES | CONTACT US

## Daikin Applied

HVAC Equipment, Installation, Service and Related Services

Overview

Contract Documentation


Contact

HVAC

National IPA is pleased to offer the following solution with Daikin:

- HVAC Equipment, Installation, Service and Related Services (Contract #R150505 awarded by Region 4 Education Service Center)

Contract details available in tabs to the left.



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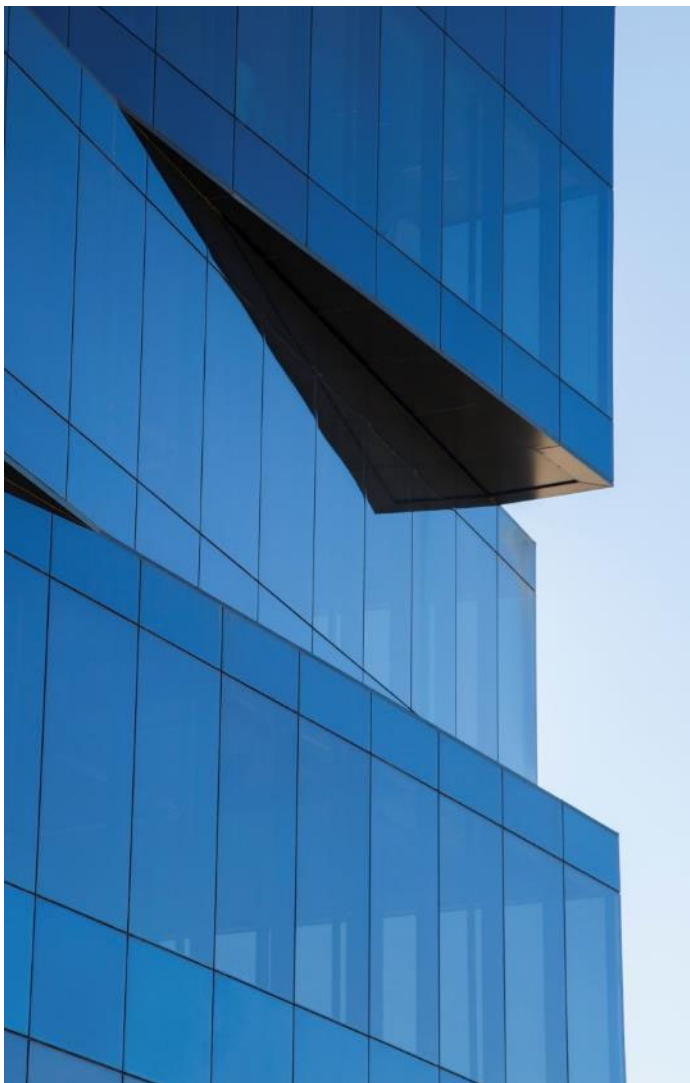
## DAIKIN APPLIED'S OMNIA CONTRACT



- › State and local customers
- › Competitively bid contract
- › Includes everything Daikin Applied and Reps have to offer...and more
  - › 50 labor rates + per diem & 14 product families

HVAC Refrig (13)	IAQ Products (7)	Invertors (3)	Unitary (9)
Cooling Towers (6)	DDC Controls (16)	Boilers (7)	AHUs (22)
Specialty Products (41)	ATD & Htg. (18)	Parts (56)	Pumps (4)
Equipment Rentals (1)		Lighting (2)	

- › No contract limit – the entire solution is contract based
- › Equipment ships FOB Destination
- › Unlimited equipment, service, and turnkey solutions



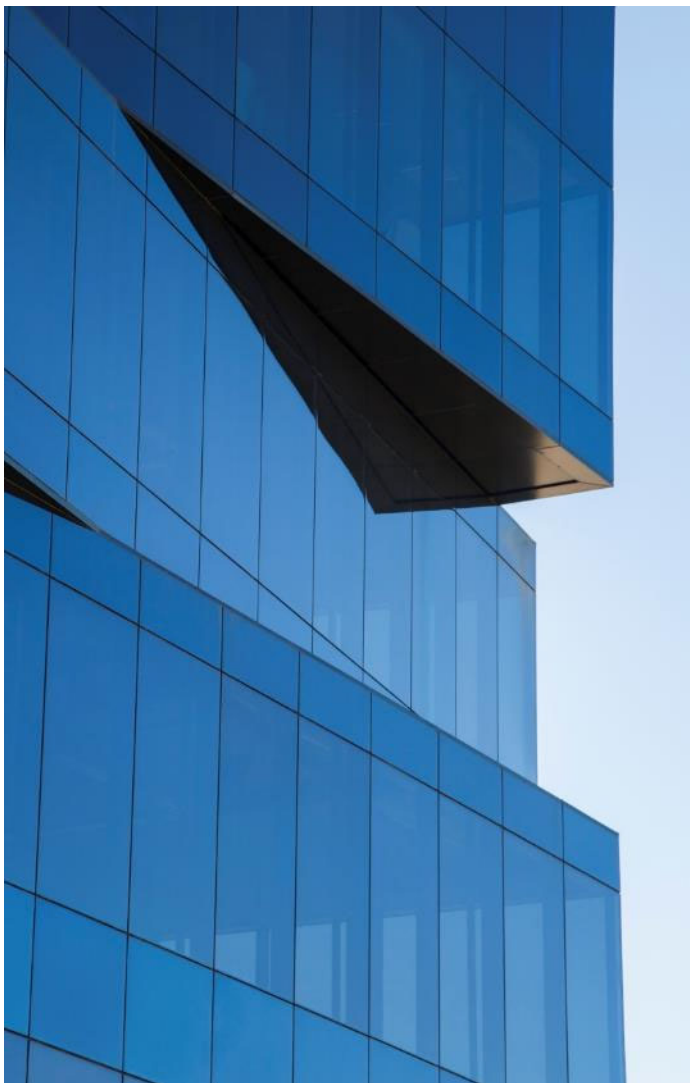
## DAIKIN APPLIED HVAC SERVICE & SUPPORT

- › **First Year Maintenance** - warranty protection, preventative maintenance, efficient operation
- › **Inspection and Maintenance** - annual, quarterly, yearly maintenance check-ups and more. We can even customize periodic inspections on the components you designate, when you want them.
- › **Preventative Maintenance** - flexible and customized agreements deliver preventative maintenance at the system level, or for any individual component, from any manufacturer.
- › **Comprehensive Services** - all-inclusive monitoring, maintenance and repair of your HVAC and other building systems ensure the best protection for your tenants and for your investment



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## RENTAL CHILLER PROGRAM

### Solutions

- › 30-550 tons air-cooled chiller fleet
- › Industry-leading efficiency and proven technology
- › 24-hour turnaround on available inventory
- › 8-hour average set up with on-site experts
- › Comprehensive package, including pumps, flexible water piping connections and electrical hookups

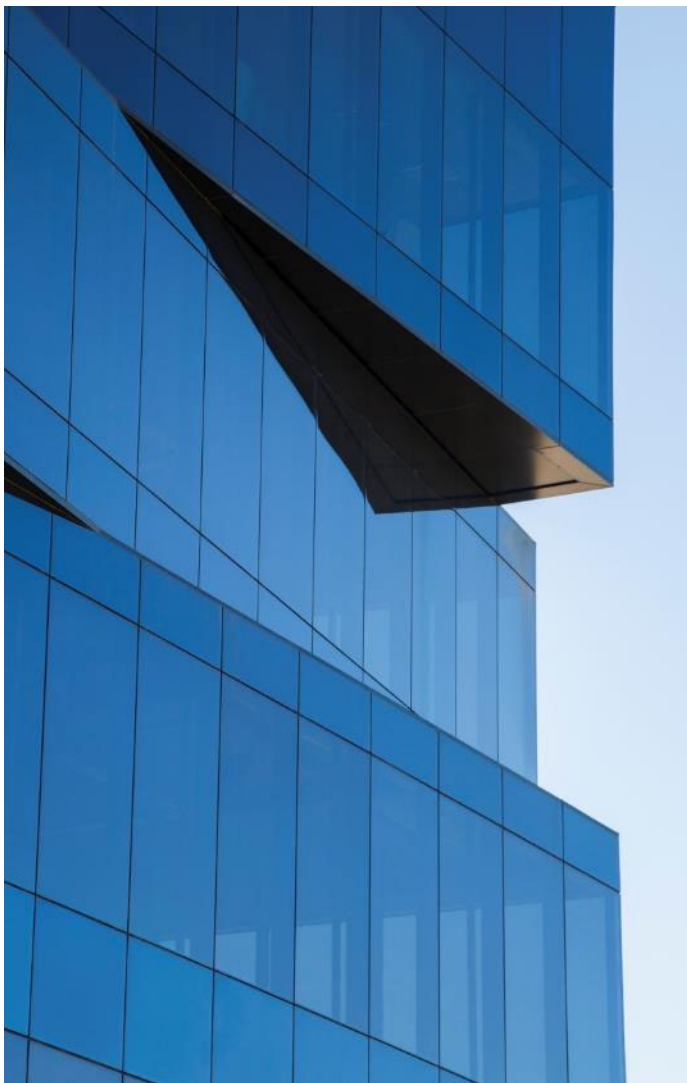
### Applications

- › Retrofit of legacy systems
- › Emergencies
- › Standby Cooling
- › Planned Maintenance
- › Supplemental Cooling



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## EQUIPMENT SOLUTIONS

### Equipment Only

- › More than just Daikin Applied
- › **Asset Management** - assessment of your existing equipment and lifetime analysis, detailing efficiency options, building uses, and costs for operations, replacement and preventive maintenance services.

### Labor Solutions

- › Retrofit - Replacements
- › Design Build

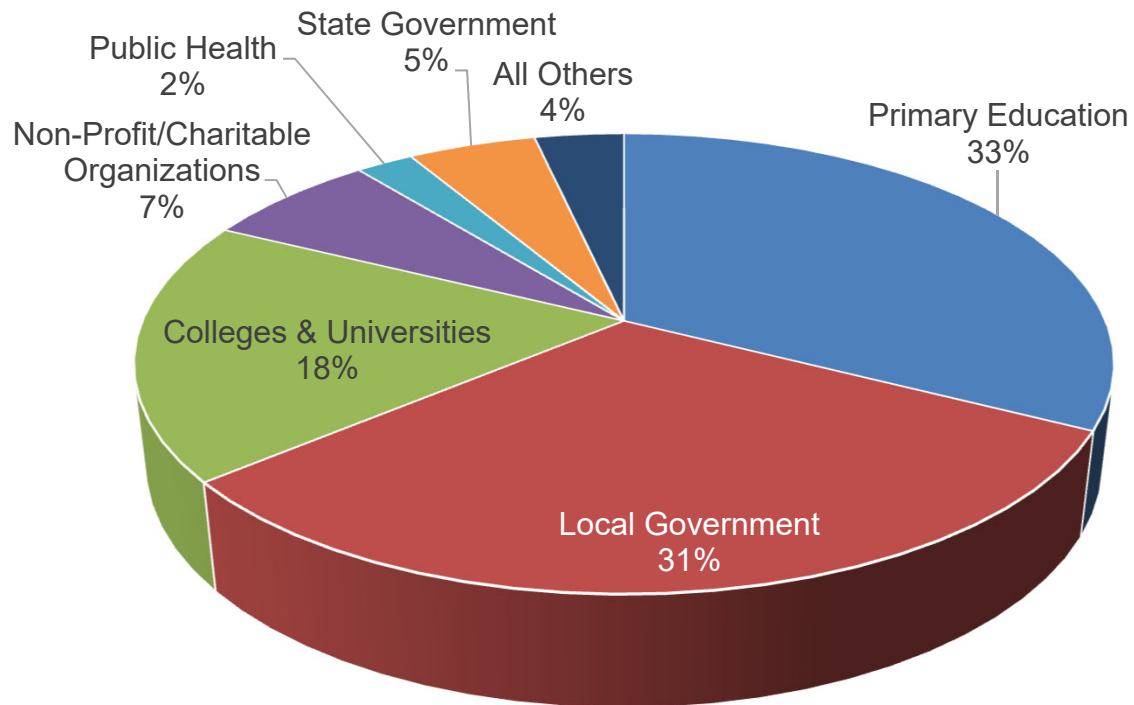


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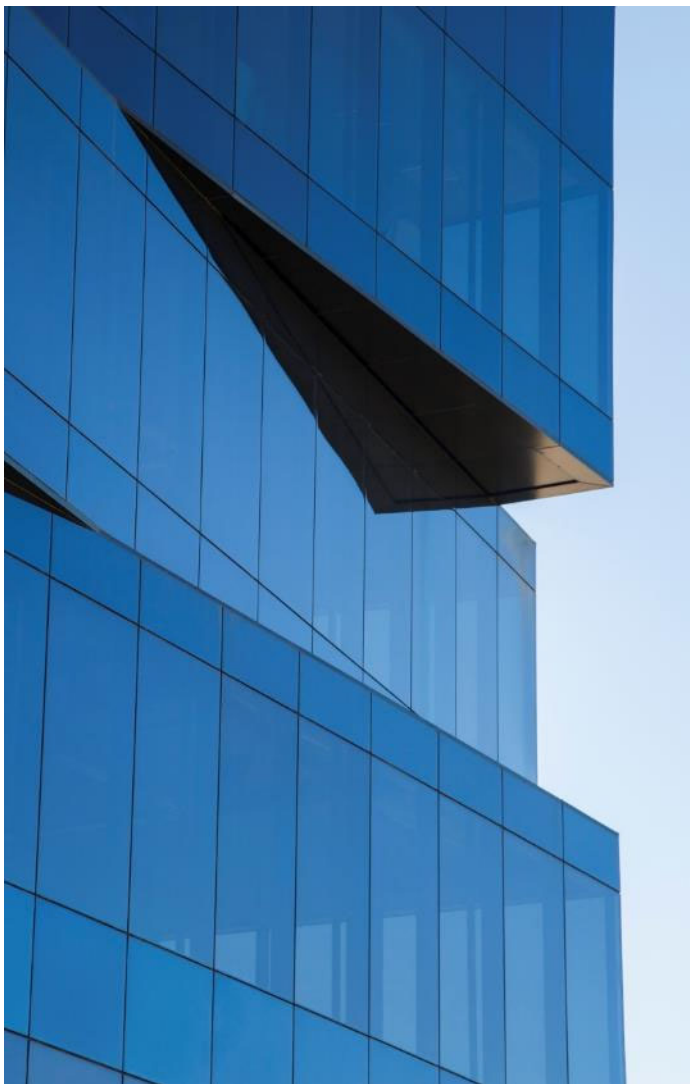


## PARTICIPATION BY SEGMENT

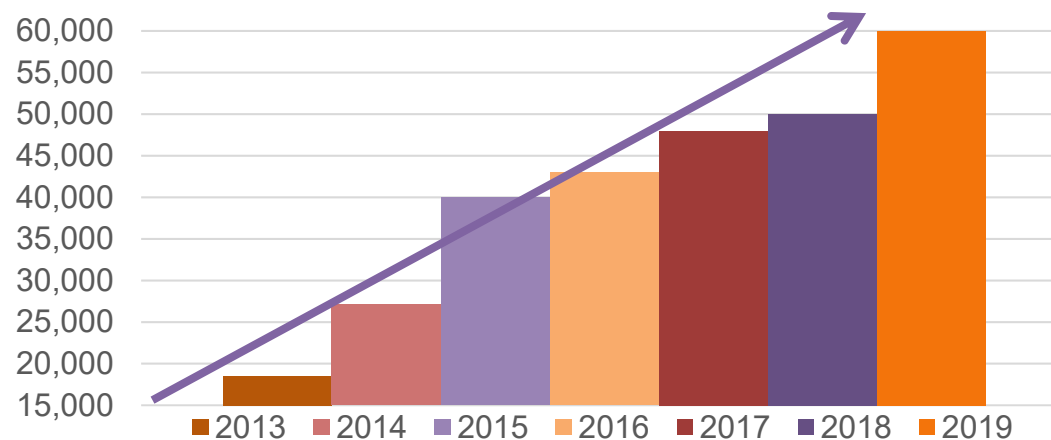
**OMNIA**  
P A R T N E R S



- Primary Education
- Local Government
- Colleges & Universities
- Non-Profit/Charitable Organizations
- Public Health
- State Government
- All Others



## OMNIA GROWTH



**60,000**

Participants  
leveraged at  
least one  
contract in the  
last 12 months

**\$13B\***

In purchasing power

**300+**

Contracts

**98%**

Member  
Retention

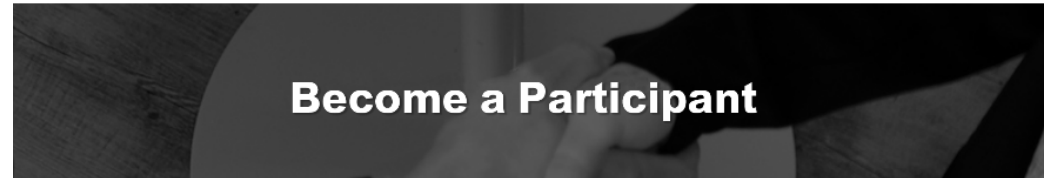
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# REGISTRATION PROCESS

1. Go to <https://www.omniapartners.com/publicsector>
2. Click the **Register** button on the top right-hand side of the screen
3. Agree to the standard terms and conditions
4. Complete & submit the requested information

OMNIA  
PARTNERS | Public Sector



## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector") to be appended and made a part hereof and such other public agencies ("Participating Public Agencies") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "OMNIA Partners Parties") by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](https://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

- ✓ No registration fee
- ✓ No membership fee
- ✓ No contract usage fee
- ✓ No obligation to purchase
- ✓ No minimum purchase requirements

# REGISTRATION PROCESS

1. Go to  
<https://www.omniapartners.com/publicsector>

OMNIA  
PARTNERS | Public Sector

**Become a Participant**

OMNIA  
PARTNERS

OMNIA® PARTNERS									
OMNIA Partners, <b>Public</b> Sector Participation List (05/14/2020)									
ID	Organization Name	Street Address	Address2	City	State	Postal Code	County	Account Type	
944137	Mason City School District	211 N East St		Mason	OH	45040-1760	Warren County	Primary Education	
2548692	Mason City School District	211 N East St		Mason	OH	45040-1760	Warren County	Primary Education	

and conditions

4. Complete & submit the requested information

- ✓ No registration fee
- ✓ No membership fee
- ✓ No contract usage fee
- ✓ No obligation to purchase
- ✓ No minimum purchase requirements



QUESTIONS?





THANK YOU.





Woodrow Wilson Junior High was one of Tampa's first two high schools that opened over 100 years ago.

## Daikin Stock Chillers Provide School Money and Time-saving Solutions

### ISSUE:

Sometimes it takes a less-than-ideal situation to achieve a solution that can provide the best customer outcomes. For example, when Woodrow Wilson Middle School in Tampa, Florida started having difficulties with two of their aging air-cooled chillers, they needed a replacement as soon as possible. As a short-term solution, the school lined up an expensive rental chiller but needed a permanent solution, and quickly. That's when Daikin came to the rescue.

"We work with the Hillsborough County school district very often," said Daikin Applied Account Executive Ruben Colon. "Their existing chillers were at the end of life and they called one of our competitors for a rental. A few days later the customer called and asked me if I could stop by the school and give them a quote to replace the two ALR model McQuay chillers. I looked at our stock program and found two Trailblazer® AGZ-E 100 ton chillers ready for delivery."

### SOLUTION:

That turned out to be a smart call on the customer's part, as the Daikin solution ended up saving them both time and money. "The whole process would have taken four to five months by the time the chiller was replaced," explained Colon. "In the meantime, they're paying five months of rental, which could be another \$60,000 total."

Colon spoke to school officials about their options under Daikin's cooperative contract made available through OMNIA Partners, Public Sector (Subsidiaries National IPA)—a program that assists government and public entities in procuring HVAC solutions and other advanced technology services. "I presented the project under our cooperative contract and they agreed to move on the chillers," said Colon. "It was a commonsense solution that gave them what they needed, at the time they needed, saving them time and money with minimal disruption to school."

**NAME:**

Woodrow Wilson Middle School

**LOCATION:**

Tampa, FL, USA

**AREA SERVED:**

Three-story building

**ISSUE:**

Two aging chillers needed replacement

**SOLUTION:**

Two stock Trailblazer® air-cooled scroll chillers, saving costs of a rental chiller, while taking advantage of the cooperative contract made available through OMNIA Partners

## SOLUTION (CONTINUED):

The officials at Woodrow Wilson Middle School also appreciated the ready availability of Daikin's extensive inventory. Colon and his team had previously replaced two cooling towers at a local high school, so their reputation for quality work and a quick turnaround was already established. "For Wilson we were able to find both chillers in stock right away. They were very impressed with that."



With a 10-240 ton range of stock air-cooled chillers, Daikin provides quick, turn-around solutions in tonnage ranges that other manufacturers can't. For this project, the 100 ton Trailblazer was a perfect fit.

## OUTCOME:

On the whole, the Woodrow Wilson project turned out to be a success for everyone involved, from both a financial and customer satisfaction standpoint. "We were able to save them money on procurement, labor hours, and chiller rental cost," said Colon.

"They wound up having a rental there for only about three weeks. The rental company wasn't happy that they weren't able to keep the chiller there for five months as they used to," Colon concludes.



The new Daikin Trailblazer AGZ-E air-cooled chillers are up to 10 percent more efficient than leading competitor chillers at design and off-design conditions.

**"I presented the project under our cooperative contract made available through OMNIA Partners...It was a commonsense solution that gave them what they needed at the time they needed..."**

— Ruben Colon, Account Executive - Daikin Applied

Daikin was awarded a national cooperative contract by Region 4 Education Service Center, which is made available through OMNIA Partners, Public Sector.

Contract #R150505- HVAC Equipment, Installation, Service and Related Services.

To Learn More, Visit [OMNIAPartners.com/PublicSector](https://OMNIAPartners.com/PublicSector)



## CASE STUDY

### Memorial School—Little Ferry, NJ

**Issue:** Existing units were at the end of their useful life and needed to be replaced on short notice.

**Solution:** Daikin floor-mounted classroom unit ventilators were procured using a cooperative contract made available through OMNIA Partners, Public Sector (Subsidiaries National IPA & U.S. Communities); a procurement vehicle for public agencies looking to satisfy and expedite the lengthy bidding process.

# D&B's Purchasing Strategy Saves NJ School Time and Money

## *Memorial School Reaps Benefits of National Leveraged Pricing*

Memorial Elementary School in Little Ferry, New Jersey was in need of updated HVAC equipment with a quick turnaround. The existing HVAC equipment at Memorial School was at the end of its useful life. With nearly 800 students in need of a comfortable learning environment, the speed of the installation was crucial.

Public schools are typically required to enter into competitive bidding process for large equipment purchases, which can be both time-consuming and costly. D&B has been able to help many schools like Memorial Elementary School reap the benefits of national leveraged pricing using OMNIA Partners, Public Sector (Subsidiaries National IPA & U.S. Communities), a cooperative purchasing agency.



OMNIA Partners, Public Sector helps public entities such as schools and non-profits take advantage of state-of-the-art purchasing practices, ensuring the most competitive contracts. The public entity, in turn,

benefits from national leveraged pricing an expedited turnaround, with no fees associated.

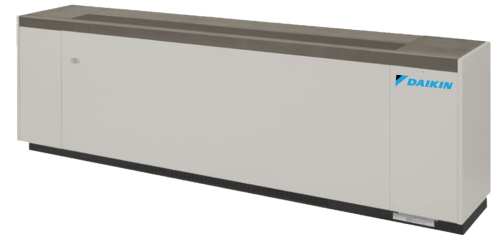
D&B Engineering represents Daikin, a world-class HVAC manufacturer. Daikin Applied is a Region 4 Education Service Center contract holder. This competitively solicited, and publicly awarded national contract, allows Daikin Applied and D&B Engineering to supply HVAC equipment solutions directly to public entities.

Steve Mawhinney, D&B Sales Engineer, supplied four Daikin classroom unit ventilators to Little Ferry's Memorial Elementary School. By utilizing Daikin Applied equipment through the cooperative contract, made available through OMNIA Partners, the school was able to satisfy the time-consuming bidding process and acquire their equipment quickly and easily.

"Daikin's contract, made available through OMNIA Partners, simplifies the HVAC equipment procurement procedure by allowing the school district to purchase equipment, installation and service at a great price without the lengthy bidding process," stated Mawhinney.

The equipment chosen was the ideal HVAC solution for this New Jersey elementary school. Daikin's floor-mounted unit ventila-

tors are self-contained, including DX cooling and electric heating.



"Daikin's self-contained unit ventilators are a great solution for schools with classrooms that require cooling, but don't have a chiller plant installed. While other unit ventilators usually need modification when installed, Daikin's self-contained unit ventilators fit perfectly into the same space as their legacy units," Mawhinney explained.

Additionally, the chosen unit ventilators are quiet: ideal for a classroom where focus is crucial. Constructed of heavy gauge aluminum, the durability of this equipment will provide Memorial Elementary with lasting performance for years to come.

For more information on D&B Engineering, OMNIA Partners, Public Sector and Daikin Unit Ventilators, visit us at [www.dbnj.com](http://www.dbnj.com).



Overby-Sheppard Elementary modernized and transformed the school for distraction-free learning.

## Daikin creates a healthier learning environment for students

### ISSUE:

Overby-Sheppard Elementary needed more than an HVAC upgrade, but with tight budgets and minimal state funding, it didn't seem likely. The 40-year-old building needed a full overhaul to provide students with a healthier, distraction-free environment.

For over four years, Richmond City Council member, Ellen Robertson, had been pushing for \$25 million in capital funds to start from the ground up on a new school. Unfortunately, only \$4 million was allocated for the project. The school administration was determined to make the most of the \$4 million earmarked for the Overby project. After several meetings with different architectural firms and initial estimates exceeding the amount allocated, Richmond Public Schools contacted Daikin to provide an estimate for the project.

### SOLUTION:

Working with OMNIA Partners to utilize the best public procurement practices, processes and procedures, Daikin was able to get the best value on this project for Overby-Sheppard. The Daikin Building Solutions Virginia team was selected as the project's general contractor with a promise to keep the project on time and budget. "I was unconvinced with how much work could be done with \$4 million but impressed with how Daikin has transformed the school," said Robertson.

The project required a long list of stakeholders to fully provide a solution to meet the school's needs within their budget:

- Thomas Kranz, Chief Operating Officer, Richmond Public Schools
- Bobby Hathaway, Director of Facilities, Richmond Public Schools
- Frank Boehling, TEC Mechanical & Fire Protection
- Dennis Johnson, Lowman Electric
- Arthur Mendez, Joseph's General Contractors
- Patrick Lloyd, ACES (Daikin's Representative)
- Louis Hite, ACES BAS Controls



#### NAME:

Overby-Sheppard Elementary School

#### LOCATION:

Richmond, VA USA



#### ISSUE:

Upgrade 40-year-old HVAC system with remotely managed controls and energy and cost-saving equipment



#### SOLUTION:

Daikin general contracted the project including building updates such as lighting, fire protection system, windows and doors, Daikin Maverick® II commercial rooftops, and Daikin Intelligent Equipment® controls

## SOLUTION (CONTINUED):

The school's HVAC system was a 40-year-old all electric system: inefficient and leaking cost. In addition to rising energy and maintenance costs of an aging system, the HVAC system created a learning environment that was distracting for students and teachers alike. The team turned to Daikin's Maverick® II gas rooftop units with Intelligent Equipment® controls. The rooftop units deliver efficient temperature control and can all be managed by the school's building manager with Daikin's cloud-based Intelligent Equipment featuring real-time performance data.



Daikin Maverick II upgrades combine the lower installation costs and interior space savings of a roof-mounted system with the operating and maintenance efficiencies of central heating and cooling systems.



Intelligent Equipment increases the efficiency of the Maverick II units, reduces the total cost of ownership, and eliminates the need for a costly building automation system (BAS).

Improving IAQ with a high efficiency HVAC system met a critical need. Yet, fully meeting student and teacher needs for healthy learning environment required upgrading the building's physical infrastructure as well. Daikin's Virginia team was able to solve the full challenge by installing a new duct work system, new interior doors, walls, and flooring, new LED interior and exterior lighting, an underground water line for the new fire protection system, and new exterior windows and doors.

## OUTCOME:

Daikin partnered with Overby-Sheppard to provide a complete building solution on a tight budget. "Our goal was to update as much of the school with our budget as possible to give Overby-Sheppard students and staff a learning environment that was safe, clean, and quiet," said Scott Conley, Daikin Applied Richmond District Manager. "

At the grand opening, it was clear the difference the renovation had already made in this community." At the unveiling, students

cheered and thanked the team for their new school while teachers invited Daikin employees back to spend time with the students. At the conclusion of the project, Daikin and their subcontractors donated an additional \$17,500 to the school for the teachers to select school supplies for their classrooms, a nod to the true partnership and respect that these teams formed over the course of the renovation.

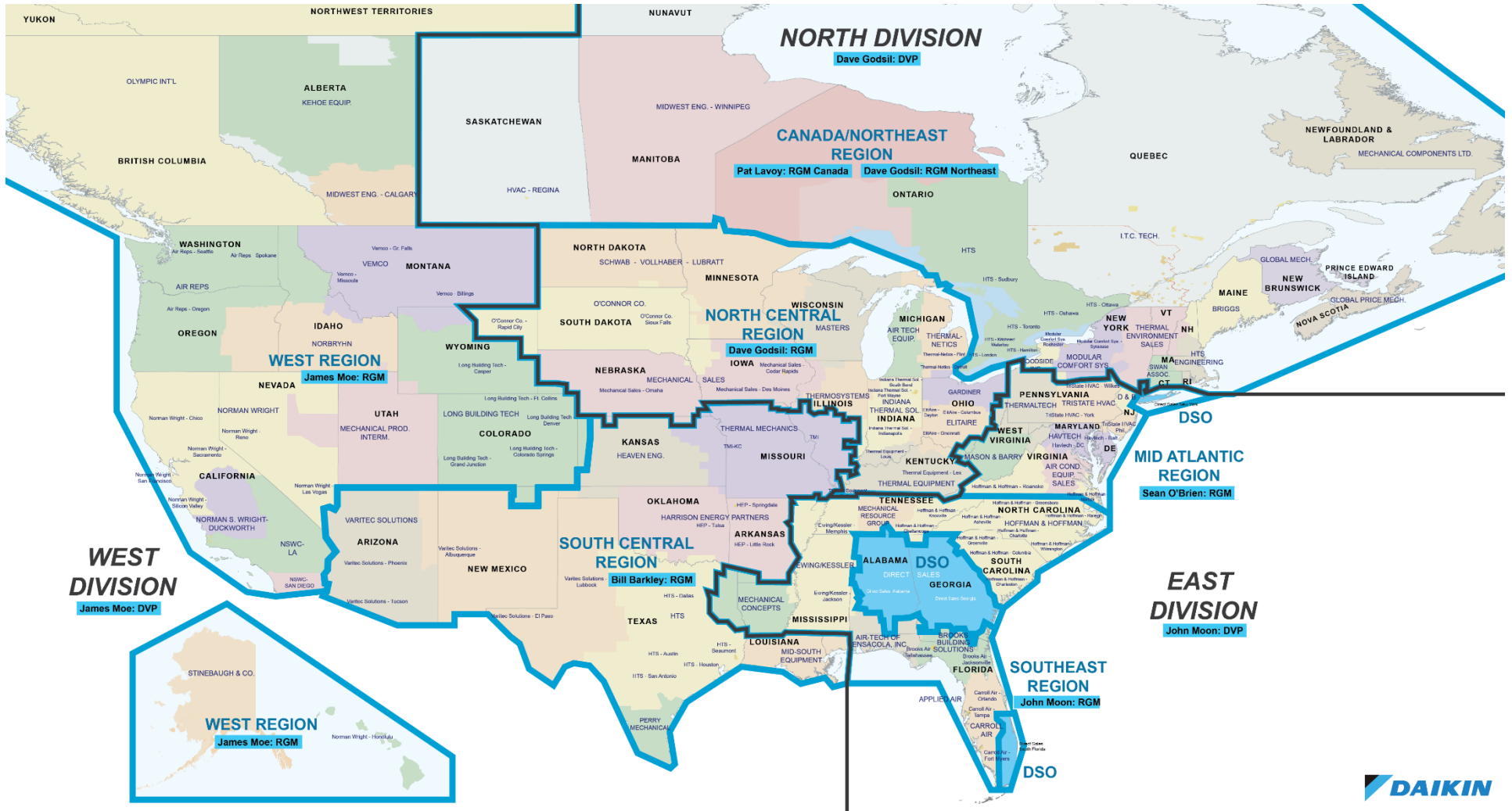


Daikin general contracted the project including building updates such as lighting, fire protection system, windows and doors, HVAC units, and Intelligent Equipment® controls.

**"Our goal was to update as much of the school with our budget as possible to give Overby-Sheppard students and staff a learning environment that was safe, clean, and quiet."**

— Scott Conley, Daikin Applied Richmond, VA District Manager

## DAIKIN APPLIED – DIVISIONAL TERRITORIES





To: **All Daikin Applied Preferred Customers**  
Subject: **Prepay Discounts**

Dear Preferred Customer,

We are happy to offer a very attractive Prepay Discount Option to our preferred customers. Prepay discounts are an excellent opportunity for your company to increase it's bottom line by reducing the costs of your HVAC purchases. (see discount schedule below)

**Anticipated Discount Schedule as of 6/1/2018**

Lead Time	Prepay Discount	Lead Time	Prepay Discount
* Time of shipment	0.5%		
2 weeks	0.6%	14 weeks	1.3%
4 weeks	0.7%	15 weeks	1.4%
5 weeks	0.8%	16 weeks	1.4%
6 weeks	0.8%	17 weeks	1.5%
7 weeks	0.9%	18 weeks	1.5%
8 weeks	1.0%	19 weeks	1.6%
9 weeks	1.0%	20 weeks	1.7%
10 weeks	1.1%	21 weeks	1.7%
11 weeks	1.1%	22 weeks	1.8%
12 weeks	1.2%	23 weeks	1.8%
13 weeks	1.3%	24 weeks	1.9%

Discounts calculated at the rate of 3% per annum plus 1/2 of 1% for payment at time of shipment.

Discounts allowed only for jobs that are prepaid 100%.

Maximum allowable anticipated discount is 3%.

\* If prepay is not an option for this purchase, don't forget about our .5% discount at time of shipment. Our terms are payment at time of shipment but we will allow our preferred customers up to ten days from ship date for Daikin Applied to receive the check and up to 15 days from ship date for our Canadian customers. In most cases this will allow you to see the goods before cutting the check. Discount rates shown are subject to change without notice.

All in all, you have two great options to significantly increase your bottom line. Please contact your Daikin Applied Sales Representative or your Daikin Applied Financial Service Representative for more information regarding these discount options.

Sincerely,  
Patrick Middleton  
Sr. Director of Financial Services  
Daikin Applied

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