

This Master Agreement (the “Agreement”) is effective as of July 01, 2018 by and between Carrier Corporation, a wholly-owned subsidiary of United Technologies Corporation, a Delaware corporation with offices located at 17900 Beeline Highway, Jupiter, FL 33478 (hereinafter referenced as the “Supplier”), and Educational and Institutional Cooperative Services, Inc., a New York not-for-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as “E&I”).

This Agreement has been established based on E&I RFP 683324 for Building Automation, HVAC, HVAC-R Equipment, Supplies and Services, all addenda, Supplier response, best and final offer, and negotiations.

I. Scope

This National agreement for Equipment, Controls manufactured by Carrier Corporation and Services shall apply to all E&I member institutions listed in the Official E&I Member List, and updated from time to time, their divisions, subsidiaries and affiliates. In addition, if E&I or any of its affiliates elect to participate in this Agreement, they shall be considered member institutions.

Supplier is a manufacturer of HVAC equipment. Supplier’s worldwide operations include manufacturing equipment ranging from .5 to 5,000 tons, with factory service, and controls (i-Vu Building Automation System) with a strong emphasis on energy efficiency, the environment, and safety. Supplier has; the broadest product line in the industry, rooftop unit footprints that are the easiest for upgrades and replacements, the largest installed infrastructure of rooftop units, an unparalleled distribution network that can be leveraged to support all members and provide local products.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its members. Any purchases made under this Agreement shall be made by the individual participating member institutions and any resulting contract shall be between the member and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective 07/01/2018 through 06/30/2023, with two (2), five (5) year renewals. Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of any renewal will require formal written notification and agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

III. Pricing

The pricing for Carrier Commercial Service and the discount percentages off the published list price by Product Family as listed in Attachment A shall be applicable to all purchases made under this Agreement. Carrier Commercial Service rate changes are allowed annually on the anniversary date of the agreement and are capped at 5.00%. The published list price for products manufactured by the Supplier may also change annually on the anniversary date of this agreement. The Supplier shall provide a minimum of sixty (60) day’s prior written notice of any price increase. E&I reserves the right to ask for documented proof of the need for a price increase from the Supplier. Percentage discounts off Supplier’s list price shall remain firm for the life of the Agreement unless improved for the benefit of the membership. E&I shall be notified of any price reductions, and any reduction in price may be implemented immediately. Supplier is authorized to offer members enhanced pricing on a case-by-case basis or under a Member Specific Agreement (“MSA”) and both shall be considered part of this Agreement.

In the event that the cost of any products sold by the Supplier increase by more than 5% in a given contract year, Supplier reserves the right to adjust the E&I pricing, within 90 days, to reflect the increase(s). Supplier shall provide, to E&I, documented proof from the manufacturer for the need to increase the price on any product(s), prior to E&I’s approval being given.



Master Agreement
 Carrier Corporation, a wholly-owned subsidiary of
 United Technologies Corporation
 Building Automation, HVAC, HVAC-R Equipment,
 Supplies and Services
 Master Agreement Number CNR01465
 July 01, 2018

IV. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting member institution, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment B for E&I's General Terms and Conditions.

V. Entire Agreement

This Agreement together with the Attachments annexed hereto constitutes the entire Agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

VI. Member List

The Official list of E&I member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

VII. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Carrier Corporation, a wholly-owned subsidiary of
United Technologies Corporation


 Signature

Wayne Garrett
 Printed Name

Director Commercial Sales
 Title

7/23/18
 Date

E&I Cooperative Services, Inc


 Signature

Gary D. Link, C.P.M.
 Printed Name

Sr. Vice President, Consulting Group & Contracts
 Title

July 25, 2018
 Date

ATTACHMENT A – Pricing/Discount Schedule

Attachment A Pricing/Discount Schedule

See Excel File named “Attachment A – Carrier Corp. Price Sheet - Contract CNR01465”

E&I discounted equipment pricing also available in Alaska and Hawaii.

Supplier service pricing also available in Hawaii but not in Alaska.

This Agreement shall be supported by the Carrier Strategic Account Team, consisting of a Strategic Account Manager (SAM), Inside Engineer, Account Order Manager, and a Strategic Account Customer Assurance Manager.

The Strategic Account Manager will be responsible for overall account management, including;

- providing business support
- account team management
- consulting with E&I on improvement opportunities
- attending review meetings
- key member advocate

The Inside Engineer will be responsible for providing product and engineering support. This includes;

- working closely with member’s project managers and engineers to support equipment needs
- providing HVAC technical support
- performing equipment selections for new stores
- performing equipment selections for replacements
- providing equipment prices and quotes
- providing submittals when necessary

The Account Order Manager will be responsible for providing order management support. This includes:

- working closely with member project managers and contractor to support order requirements
- equipment ordering
- order management
- delivery management
- resolution of delivery / freight issues
- inventory management for stock units
- invoicing
- warranty registration

The Strategic Account Customer Assurance Manager is available to take calls directly from Members. The Customer Assurance Manager is supported by a service organization throughout the US. Supplier has over 100 distributor locations in North America where products can be sourced for emergencies, if required.

In addition to the dedicated team above, Supplier also provides:

- General Sales Management level support
- Warranty/quality assurance support
- Financial Management support
- Back-up support team for Inside Engineering and Account Order Management
- Product engineering support and design assistance
- Software application packages
- Access to Carrier owned service offices

Products and Services Include;

1. Building Automation Systems

Supplier offers the i-Vu® Building Automation System, which provides a 360° view of your building’s entire operation. The i-Vu Building Automation System transforms equipment and controls into a cohesive system that allows facilities staff to monitor and control the entire building for occupant comfort and energy efficiency. The System is factory-tested to ensure seamless operation. Features and benefits include easy integration with other Building Automation Systems, energy savings, occupant comfort, and investment protection.

ATTACHMENT A – Pricing/Discount Schedule

2. Cooling Towers

Supplier's Service will provide timely maintenance to avoid unnecessary downtime on HVAC equipment, and ancillary equipment including cooling towers, and chiller water pumps. Supplier service experts will perform a complete evaluation of your equipment. Suppliers Baseline Analysis provides the ability to address problems. Reports on testing, data and vibration severity charts, analysis and interpretation, and recommendations for corrective actions. Supplier provides modernization, retrofit and upgrade solutions. Their solutions are designed to deliver lower energy costs, minimize mechanical wear and extend equipment life.

3. Services & Maintenance

Supplier provides long-term service agreements for current controls systems. In addition, Supplier has a remote diagnostic monitoring tool to detect potential service problems. The Suppliers services and maintenance may reduce operating costs. This includes equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources provided include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts.

4. Startup and Commissioning

Startup and Commissioning is available through Carrier Services. Correct start-up is the key to optimum performance, safety and reliability. Carrier Commercial Service is the only authorized company to start up large Carrier water and air-cooled equipment.

5. Installation and Turnkey Contracting

Carrier Service will deliver HVAC services and turnkey installations on water-cooled and air-cooled chillers, air-handling units, rooftop units, fan coils, and more. Carrier Service is a wholly owned division of Carrier Corporation and can complete service, preventive maintenance and turn key replacement (installations) for larger commercial equipment. Carrier service has over 900 technicians nationwide.

6. Warranty Services

Carrier system includes:

- New-equipment warranty
- Optional Extended Warranty
- Start-Up and Extended Warranty Services

7. Equipment leasing / Rentals

Carrier Rental Systems offers heating and cooling equipment for almost every scenario. To meet member emergency needs, Carrier is available 24 hours a day, 7 days a week, 365 days a year. Contact Carrier Rentals at 1-800-586-8336.

8. Site Surveys

Prior to equipment replacement, or preventive maintenance propositions, Carrier Service will survey the members equipment to assess equipment conditions, and identify problems that lead to poor system performance. The benefits of site equipment surveys include cause of damage verification, repair vs. replacement cost comparison, recommended action, repair & replacement parts availability verification, and photographic records of equipment condition.

Additional Value-Added Features

Applicable Software:

eDesign Suite is a collection of software programs created specifically for the HVAC system designer. These programs are tailored to increase productivity and accuracy, improve analysis capabilities and job documentation. Individual programs assist in peak load estimating, system design, building energy modeling, lifecycle cost analysis, and refrigerant piping design.

Carrier's **Hourly Analysis Program (HAP)** is two powerful tools in one package - versatile features for designing HVAC systems for commercial buildings AND powerful energy analysis capabilities for comparing energy consumption and operating costs of design alternatives.

Hands-on training is available for certain eDesign Suite programs. Tuition for these training modules is not included in the eDesign license fees.

ATTACHMENT A – Pricing/Discount Schedule

Training Services

Carrier University has training courses for architects, building owners, consulting/specifying engineers, contractors, developers, facility managers, and HVAC instructors. Carrier University delivers these courses through traditional classroom settings, self-study materials, and online web-based systems.

Design

THEORY - Fundamentals of HVAC design for contractors, consulting engineers and architects

SKILLS - Understanding [eDesign Suite](#) software tools used in HVAC system design by consulting engineers and contractors

Network Controls

Classes for control technicians and contractors based on Carrier's two available network systems: [Carrier Comfort Network® \(CCN\)](#) and [i-Vu® Open](#)

Technician

THEORY - Fundamentals for new HVAC technicians. This is an online class format

SKILLS - These are hands-on fundamental classes designed to teach proper fundamental installation and troubleshooting techniques

EQUIPMENT - These courses are designed for experienced technicians to gain understanding of maintaining and troubleshooting Carrier equipment

Relevant Terms

1. Customer Support

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day.

2. Orders

All terms and conditions of an individual member's standard procurement terms for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the Agreement.

3. Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the member. Invoices and payment terms must comply with the requirements of each member. The member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

If a member does not specify payment terms, the default payment term for members shall be net 30 or as per State Statute. Payments would then be made within thirty (30) days after receipt of a valid invoice or delivery, whichever is later.

Cash discounts for prompt payment may be offered to any member from the date of receipt and acceptance of goods or the invoices, whichever is later. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis. Cash discounts are not to be netted against sales in calculating the CAF.

4. Order Fulfillment, Distribution and Installation Agreements

Order Accuracy rate shall be maintained at 99% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."

Order Fill rate should be maintained at 95% or greater. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order."

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the member of any known potential delivery delays. The following information regarding backorder(s) shall be provided to the member:

Request for Proposal – Attachment A, Pricing/Discount Schedule	Page 5
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ATTACHMENT A – Pricing/Discount Schedule

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)

Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

5. Delivery

Deliveries to members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s) and new construction sites. Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Normal delivery of orders must be accomplished at established times as set by the member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the member at the destination point. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery. The products furnished shall be delivered:

F.O.B. Destination, Freight prepaid and allowed to jobsite or first destination

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the member. If special delivery or handling charges are applicable they shall be pre-approved by the order initiator.

6. Supplemental Agreements

Member and Supplier may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed is exclusively between the member and Supplier. E&I, its agents, members and employees shall not be made party to any claim for breach of such agreement.

7. Third Party Distributors/Subcontractors

In the event that Supplier chooses to subcontract any service or delivery of the products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member.

8. Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the member.

9. Minimum Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

10. Supplemental Charges

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the goods and/or services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the member. If Supplier offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified herein.

11. Emergency Purchases

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

ATTACHMENT A – Pricing/Discount Schedule

12. Storage

If applicable, Supplier or Dealer shall be responsible for all warehousing and storage expenses, which may be incurred, until goods are delivered and/or installed as per the terms of the member's order.

13. Tracking Lost and Damaged Shipments

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

14. Returns – Defective and Non-Conforming Goods or Services

If any goods or services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications or any other provisions of the Agreement or members' purchase orders, any of the following remedies shall be available to the member, as determined and agreed to by Supplier:

- **Repair and Replacement:** Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- **Cancellation:** member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by member for products or services purchased shall be refunded by the Supplier and/or its agents.
- **Like-for-Like:** Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- **Removal:** Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, member may return all or any portion of such goods at the expense of Supplier.
- **Risk of Loss and Storage:** All goods shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- **Supplier Liability:** The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) limited to direct damages. Supplier aggregate liability is capped as mutually agreed upon between Member and Supplier per project, or alternatively at \$3,000,000 per project.
- **Products under warranty.** The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the member fails to provide timely notice of product failure to the Supplier.
- **After the Warranty Period:** After the warranty period, the Supplier is responsible to make sure that service agreements are available to the member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

15. Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product received is late or delayed and because of the late or delayed delivery is deemed in good faith by the Supplier to be unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against member.

16. Restocking Policy

Supplier shall not impose a restocking fee on member under the following circumstances:

- Item is returned due to defect, damage, incorrect product shipped, or Supplier customer service order entry error.
- Inventory is returned, but exchanged for other inventory.

Re-stocking fees will apply:

- Any manufacturing costs incurred for equipment
- Custom work that cannot be immediately re-used and/or redistributed

ATTACHMENT A – Pricing/Discount Schedule

17. Warranty and Product Condition of Sale

Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment; parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace F.O.B. Destination, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be the Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. Any claim for defective workmanship must be provided to Carrier in writing. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Optional warranties for both parts and labor, as well as factory start-up, are available at additional cost based on type of product.

During the warranty period if a part is defective the contractor will return the defective part together with a completed a Warranty Claim Form to the local Carrier distributor. The distributor will replace the part. Initially the contractor will be invoiced, then credited back for the value of the part via the warranty claim.

Standard Warranty for Roof Top Units:

For commercial rooftop products, Carrier's standard warranty is as follows:

- 1st year parts
- 5-year compressor parts
- 10-year heat exchanger

Warranty begins at start-up or 18 months from the date of shipment, whichever comes first. Labor is not covered under the standard warranty unless the part fails within the first 30 days, 30-day DOA. Parts warranties exclude maintenance items, such as belts, and parts that fail due to faulty installation or misapplication.

The installing contractors normally covers the 1st year labor warranty. Carrier does provide start-up, optional parts and labor warranties as follows:

- Factory start-up
- 1st year labor warranty
- 2-5 year parts and/or labor warranties

18. Extended Warranty Option

Supplier may offer an optional extended warranty, as applicable, on all products and systems. The same terms and conditions that apply to the standard warranty coverage shall apply during additional year of ownership if the extended warranty option is included in the original purchase.

19. User Manuals

Supplier shall provide on-line links to original instruction manuals for each unit ordered, including complete documentation on all components used. Electronic notification of bulletins, revisions and corrections shall be provided as they are issued. Instruction manuals shall contain:

- Definition of equipment capabilities
- Technical description of equipment operation
- Description of malfunction identification
- Troubleshooting procedures
- Detailed schematics
- Installation and use instructions
- Operating system software manual

ATTACHMENT A – Pricing/Discount Schedule

20. New and Discontinued Products

The Supplier shall, at least thirty (30) days prior to their introduction or discontinuance, notify E&I and the membership of any new or discontinued products. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed. If the Supplier offers a different discount structure for new products then a separate category of “New Products” pricing should be added to the proposed discount structure on appropriate attachment. In such a case, the Supplier should clearly indicate the number of months products are considered as “new products.”

21. Replacement Parts

If Supplier offers replacement parts, then a separate category of “Replacement Parts” pricing should be added to the proposed pricing or discount structure.

22. Business Review Meetings

In order to maintain a partnership between the member and the Supplier, members may require business review meetings. These meeting shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)

23. Reporting

Member reporting requirements will be mutually determined by both Parties.

ATTACHMENT B – Relevant Terms and General Terms & Conditions

Attachment B

E&I General Terms & Conditions

B1. Interpretation, Enforcement and Forum of Laws

For disputes between the member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of New York and the venue of any action shall lie in New York.

B2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

B3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to members, it is the responsibility of the Supplier and the member to comply with all FAR (Federal Acquisition Regulations) and EDGAR (Educational Department General Administrative Regulations) laws and regulations that apply to “commercial items” as defined in Section 2.101 of the FAR on a fixed price basis. No other government procurement regulations apply unless expressly agreed to in writing by Supplier. When Federal Contract or Grant funds are used on participating member purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

B4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

B5. Assignments

Supplier shall not assign this agreement or any of Supplier’s rights or obligations hereunder, without E&I’s prior written consent. Any purported assignment made without E&I’s prior written consent shall be void and of no effect.

~~B6. Resale Not Applicable~~

~~If E&I and/or member purchase any products for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or member.~~

B7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and members harmless from any and all losses, expenses, claims, (including reasonable legal fees), or judgments arising out of cases of such infringement.

B8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

B9. Transactions between Supplier and E&I member

The purchase of products and/or services by a member from Supplier is a transaction solely between member and Supplier. It is understood and agreed that if any litigation arises between Supplier and any E&I member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.

ATTACHMENT B – Relevant Terms and General Terms & Conditions

B10. Education Pricing/Pricing Parity

The Education pricing, terms and conditions established under this Agreement are to be equal to or better than those offered to other comparable institutions, government sector and/or consortiums serving public and private higher education and healthcare in similar geographic locations, purchasing similar quantities. If, during the term of this Agreement, Supplier offers more favorable terms, conditions or prices to members, other comparable institutions, and/or consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more favorable terms, conditions or prices. E&I must be notified of any proposed changes thirty (30) days prior to their implementation.

B11. Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the “Workman’s Compensation Law” or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on their part or on the part of any of their employees, in the manner or method of executing the work; or from their failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the member.

B12. Protection of Property and Liability

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, they shall make appropriate restitution.

B13. Indemnification of E&I and Member

To the proportionate extent of their negligence, Supplier agrees to indemnify and hold harmless E&I and its members from and against all liability, to the extent of and in proportion to, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from property damage or injuries incurred by or to any third party, the member or its officers, agents, servants and employees by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any products and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the member, E&I or its employees. Supplier, at the request of the member and E&I, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against member or E&I, or their respective officers, agents, servants, and employees.

B14. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on member’s premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker’s compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and member as additional insured. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the member to arrange for such coverage with the Supplier. Supplier shall furnish to member satisfactory proof of such insurance coverage prior to commencement of the work.

B15. Licenses/Permits/Taxes and Tax-Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a not-for-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each member. If sales to member are exempt from such taxes, member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

ATTACHMENT B – Relevant Terms and General Terms & Conditions

B16. Americans With Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

B17. Compliance with Immigration Reform and Control Act of 1986

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

B18. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the member’s grounds are tobacco-free. Use of tobacco products is not permitted in any area inside member’s buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

B19. Non-Appropriation of Funds

An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

B20. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

B21. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

B22. Sexual Harassment

Title IX protects individuals from discrimination based on sex, including sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from member’s facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

B23. Employee Documentation

At any time during the term of the Agreement, a member may require Supplier to provide a complete dossier of each employee who has been given an assignment at the member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

B24. Expropriation

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

B25. Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier must retrieve hazardous materials that are delivered in error. The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the Agreement. In addition, the Supplier shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its members with safety/recall updates for any equipment/products provided.

ATTACHMENT B – Relevant Terms and General Terms & Conditions

B26. Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the member's inspection before acceptance, and also to later rejection if use reveals defects not apparent within 60 days of receipt.

B27. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

B28. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any member to secure or influence the decision to award this Agreement to Supplier.

B29. Suspension or Debarment

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier certifies that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable State statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

B30. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

B31. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties.

B32. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

B33. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

B34. Termination for Convenience

Either Party may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the other party.

B35. Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

ATTACHMENT B – Relevant Terms and General Terms & Conditions

B36. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

B37. Holdover Clause

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any quotation, purchase order, or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

B38. Independent Audit

Members may, for a period of three years after expiration of the Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by member and/or its designee. Supplier will provide member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

B39. Open Records

All information, documentation, and other materials submitted by Supplier in response to the solicitation or under this agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

B40. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

B41. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link C.P.M.
Sr. Vice President, Contracts and Consulting Services
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: Debbie Kiely
Vertical Manager Strategic Accounts -Education Segment
Carrier Corporation
6304 Thompson Road
Syracuse, NY 13221
407-497-1035
debbie.kiely@carrier.utc.com

B42. Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages. Supplier aggregate liability is capped as mutually agreed upon between Member and Supplier per project, or alternatively at \$3,000,000 per project.