

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

**Contract #R200402**

*for*

HVAC Equipment, Installation, Services &

Related Products

*with*

**Johnson Controls, Inc.**

Effective: October 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Johnson Controls, 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 Johnson Controls, 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 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 subject to the cancellation process laid out in Section 11 above 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 made by or paid to third parties arising out of Contractor's, Contractor's employees' or subcontractors' negligence or intentional misconduct in the preparation of the solicitation and the later execution of the Contract. Any litigation under this Contract 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 Johnson Controls, Inc.

Address 5757 North Green Bay Avenue

City/State/Zip Milwaukee, WI 53209

Telephone No. 1-443-676-8813

Email Address Thomas.Staves@jci.com

Printed Name David Clark

Title VP of Commerical Operations

Authorized signature

DocuSigned by:  
*David Clark*  
554D4D9988E84CF...

**Accepted by Region 4 ESC:**

Contract No. R200402

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

*Margaret S. Bass*  
Region 4 ESC Authorized Board Member

8/25/2020  
Date

Margaret S. Bass

Print Name

*Linda Tinnerman*  
Region 4 ESC Authorized Board Member

8/25/2020  
Date

Linda Tinnerman

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.)*

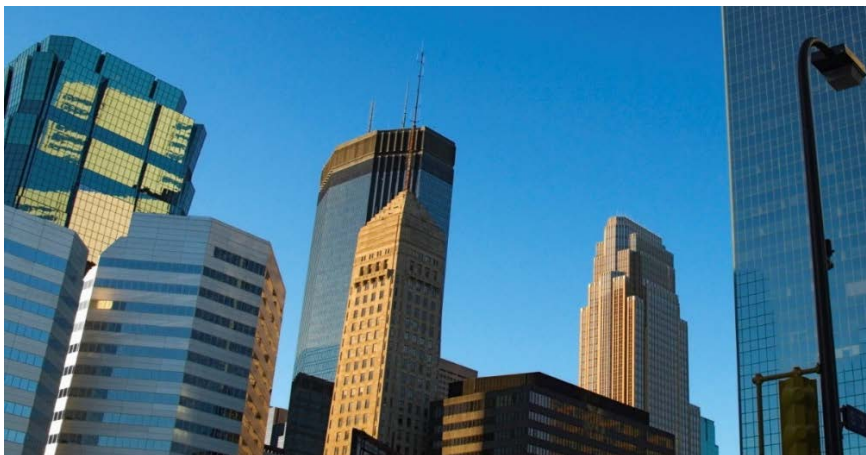
- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(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)
Appendix A, pg 23	Item 11 b. line 3	After "immediately", add the following: "subject to the cancellation process laid out in Section 11 above."	Acceptable
Appendix A, pg 27	Item 30	Replace Item 30 with: "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 made by or paid to third parties arising out of Contractor's, Contractor's employees' or subcontractors' negligence or intentional misconduct in the preparation of the solicitation and the later execution of the Contract. Any litigation under this Contract involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Acceptable
Appendix D, Exhibit B, pg 64	Item 3	Delete this item.	OMNIA Partners section

Appendix D, Exhibit B, pg 64	Item 7	Replace Item 7 with: "WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PARTIES TO THIS AGREEMENT EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING THAT PARTY'S PERFORMANCE UNDER THIS OR A RELATED AGREEMENT, NO PARTIES SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."	OMNIA Partners section
Appendix D, Exhibit B, pg 66	Item 16	Delete this item.	OMNIA Partners section



## Johnson Controls RFP Response to Solicitation #20-04

Region 4 Education Service Center  
HVAC Equipment, Installation, Service & Related Products

Opening: Tuesday, July 14, 2020, 10am

**2020**

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

Dear Region 4 Education Service Center Selection Committee,

Public sector agencies are well aware that the infrastructure and services required to meet the unprecedented demands of public facilities have been on the rise, while available funding has been heading in the opposite direction.

The last thing they need to worry about is the facilities that make their mission possible. That is where Johnson Controls can step in to help. As leaders in building efficiency, we provide many HVAC Solutions and Services that can help OMNIA Partners Participating Agencies reduce energy costs and improve the energy efficiency of their facilities.

Johnson Controls can support OMNIA Partners Participating Agencies nationwide. We have over 4,500 front-line service providers supporting over 18,000 current maintenance contracts nationwide from over 140 branch locations.

Because we view ourselves as partners with our customers, we provide them with more than a set of technological upgrades based on our own equipment. Instead, we provide them with options for improving their facilities that enable them to choose the combination of improvements that makes the most sense for their organization. In doing so, we leverage existing technological investments to the largest extent possible.

Please note we have included signed acknowledgement of each Addendum following this cover letter and the signed FEMA Special Conditions document in **"ATTACHMENT 3 – FEMA Special Conditions"** on the provided flash drive.

We thank you in advance for giving us the opportunity to be considered for this opportunity, and we look forward to working with OMNIA Partners Participating Agencies on future projects.

Sincerely,

Thomas Staves  
Cooperative Program Manager  
1-443-676-8813 | Thomas.Staves@jci.com

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

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

Company Name Johnson Controls, Inc.

Contact Person David Clark

Signature  David Clark

Date 7/7/2020

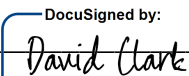
Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

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

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

Company Name Johnson Controls, Inc.

Contact Person David Clark

Signature  David Clark

Date 7/7/2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

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

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

Company Name Johnson Controls, Inc.

Contact Person David Clark

Signature  David Clark

Date  7/7/2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist




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

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

Company Name Johnson Controls, Inc.

Contact Person David Clark

Signature  David Clark

Date 7/7/2020

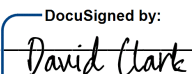
Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

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

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

Company Name Johnson Controls, Inc.

Contact Person David Clark

Signature  David Clark

Date 7/7/2020

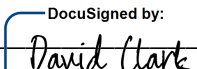
Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

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

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

Company Name Johnson Controls, Inc.

Contact Person David Clark

Signature  David Clark

Date 7/7/2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

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## **TAB 1 – Draft Contract and Offer and Contract Signature (Appendix A)**

The Draft Contract begins the on the following page.

**APPENDIX A**

**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 201X by and between Johnson Controls, 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**

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- 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 Johnson Controls, Inc.

Address 5757 North Green Bay Avenue

City/State/Zip Milwaukee, WI 53209

Telephone No. 1-443-676-8813

Email Address Thomas.Staves@jci.com

Printed Name David Clark

Title VP of Commerical Operations

Authorized signature

DocuSigned by:  
David Clark  
554D4D9988E84CF...

**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

## **a. Terms and Conditions Acceptance Form (Appendix B)**

The Terms and Conditions Acceptance Form appears on the following page.

## **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)
Appendix A, pg 23	Item 11 b. line 3	After "immediately", add the following: "subject to the cancellation process laid out in Section 11 above."	
Appendix A, pg 27	Item 30	Replace Item 30 with: "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 made by or paid to third parties arising out of Contractor's, Contractor's employees' or subcontractors' negligence or intentional misconduct in the preparation of the solicitation and the later execution of the Contract. Any litigation under this Contract involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	
Appendix D, Exhibit B, pg 64	Item 3	Delete this item.	

Appendix D, Exhibit B, pg 64	Item 7	Replace Item 7 with: “WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PARTIES TO THIS AGREEMENT EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING THAT PARTY’S PERFORMANCE UNDER THIS OR A RELATED AGREEMENT, NO PARTIES SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”	
Appendix D, Exhibit B, pg 66	Item 16	Delete this item.	

## TAB 2 – Products/Pricing

### Products/Services/Pricing

Johnson Controls offers Discount Off Catalog pricing. Due to the custom nature of our product offerings, we use a software application to generate our costs in lieu of price lists. Customers will receive an itemized catalog price list for their particular project. In this way, our prices and discounts are completely transparent to the customer. This pricing method ensures that OMNIA Partners Participating Agencies receive the latest pricing. We structure the pricing for all cooperative contracts the same way to ensure consistency in our contracts.

For estimating, our teams mainly use Nx Gen for Service work and the Projects Development Tool for larger scale projects. These are the tools we have used for some time and have used previously with cooperative customers. Johnson Controls is willing to engage OMNIA Partners in an approval process for these tools if necessary. The following details apply to the products listed in our pricing list.

#### Standard Warranty

The following sample text shows our standard warranty for HVAC systems and service. Extended or customized warranty terms are negotiable.

**Parts Warranty:** JCI warrants that original equipment, parts or components manufactured or labeled by JCI shall be free from defects in material and workmanship under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment. Equipment, parts or components not manufactured or labeled by JCI shall carry a warranty from defects in material and workmanship under normal usage and proper installation and maintenance for a period of ninety (90) days from the date of shipment. Notwithstanding the foregoing, in the event JCI is reasonably able to identify a warranty for a period longer than the ninety (90) days applicable to equipment, parts or components not manufactured or labeled by JCI, it will assign all assignable rights under such warranty to Customer and reasonably cooperate in the enforcement of any warranty claim. Recertified or replacement parts installed on equipment and still under the original equipment manufacturer's warranty are covered for ninety (90) days or the remainder of the original equipment manufacturer warranty period, whichever is longer. For large tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: screw compressors, motors, control panels and components, VFD's and components and Liquid Cooled Solid State Starters and components. For small tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: scroll compressors, condenser coils, control panels and components, screw compressors (DXS and Mustang), and fan motors. In the event of a valid warranty claim, the Customer's remedy shall, at JCI's sole discretion and subject to the exclusions herein, be limited to repair or replacement of the subject equipment, part or component conditioned upon the return to JCI of any defective equipment, part or component. This Parts Warranty does not cover any shipping, handling or transportation charges or any associated labor costs.

**Labor Warranty:** JCI warrants its workmanship or that of its agents in relation to installation of materials for a period of ninety (90) days from date of installation or with respect to service work for a period of ninety (90) days from the date of service. Customer acknowledges that re-performance shall be its exclusive and only remedy with regards to any services provided by JCI. Customer shall bear all labor



costs associated with the repair or replacement of failed material that is outside the scope of this express labor warranty. All warranty labor shall be executed during JCI normal business hours.

These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

Additional warranty information:

Question	Information
Do your warranties cover all products, parts, and labor?	There is a parts warranty and a typically a manufacturer warranty that is passed on to the customer. Additionally, there is a labor warranty provided by Johnson Controls
Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.
Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?	We can provide warranty repairs in all geographic regions.
Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We pass all manufacturer warranties on to the customer. If requested and negotiated into the contract, we can cover a manufacturer warranty or enable the customer to buy an extended warranty.
What are your proposed exchange and return programs and policies?	If we are in the installation phase and the requested change is similar in price and operation to the planned equipment, we will make the change as requested. If the change is less expensive, we will refund the difference to the customer. If the change is more expensive, we implement the change with a formal Change Order.

### Optional Warranty

Extended warranties are available for most of our products.

## Estimated Lead/Delivery Time

Delivery times vary greatly based on the type of equipment and the customer's location. We strive to achieve just in time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early, when the system is not yet in use.

## Products

### HVAC Refrigeration

**Type:** Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers

Johnson Controls/YORK takes pride in manufacturing the most state-of-the-art equipment for your refrigeration needs. YORK's water-cooled chillers, both centrifugal and screw machines, perform at the highest part load energy efficiencies in the market. Coupled with our air-cooled chillers, we give you the benefit of air-cooled design, plus energy efficiency and quiet operation.

**Cooling Medium:** Water, Brine, Air

**Brand Names:** Johnson Controls / YORK

**Capacity Range:**

- 150-500 tons – Air-Cooled Chillers
- 150-6,00 tons –Water-Cooled Chillers

**Standard Warranty:** 18-month parts and labor from date of shipment

**Optional Warranty:**

- Local parts and labor warranties are available from 1-10 years. Please consult with your local Johnson Controls representative for more information

**Estimated Lead/Delivery Time:**

- Lead times range anywhere from in stock to 52 weeks based on construction and performance requirements
- Quick ship options are available on select chillers
- Lead times will increase as chillers become more custom

**Location of Manufacturing:**

- Chillers are manufactured in USA and Mexico for North America source

**Range of Efficiency**

- Efficiency varies by product, application, condition, capacity, etc. Please contact a Johnson Controls representative for performance of a specific project.

**Estimated Market Share**

- Johnson Controls does not divulge market share for equipment categories.

**Provide example data on each type of product provided**

- Data provided upon request

### Detailed Features & Benefits:

<https://www.johnsoncontrols.com/hvac-equipment#Chillers>

### Indoor Air Quality Products and Devices

**Type:** Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration

Johnson Controls offers a variety of solutions that address the challenge of unhealthy and contaminated air. These solutions include ionization equipment, recirculation systems, high volume systems, gas filtration media, and electronic air cleaning.

#### Brand Names:

- Bioclimatics

#### Capacity Range:

- Available for air units from 0 – 200,000+ CFM

#### Standard Warranty:

- 15 month parts from date of shipment

#### Optional Warranty:

- N/A

#### Estimated Lead/Delivery Time

- Varies

#### Estimated Market Share

- Johnson Controls does not divulge market share for equipment categories.

#### Provide example data on each type of product provided

- Data provided upon request

### Detailed Features & Benefits:

<https://www.johnsoncontrols.com/hvac-equipment>

### Unitary

Johnson Controls offers multiple DX (direct expansion) air-conditioner options from 0.5 to 150 tons. We offer many different styles and shapes to accommodate many different commercial applications. Products are available for both air-source and water-source applications.

**Type:** Rooftop units, Split systems, Heat pumps, PTACs, Water source heat pumps, mini-splits

#### Brand Names:

- Johnson Controls, YORK, Skymark, Tempmaster, Luxaire, Coleman, Champion, Fraser-Johnson

#### Capacity Range:

- Outdoor Package Units = 3-150 tons
- Indoor Package Units = 2-105 tons
- Split Systems = 7.5-50 tons
- Water Source Heat Pumps = 0.5-50 tons

- PTACs = .75-3 tons

#### **Heating Medium (Electric, Gas, Steam, Hot Water, DX)**

- Outdoor Package Units – electric, gas, steam, hot water
- Indoor Packaged Units – electric, steam, hot water
- Split Systems – electric, hot water, steam coil
- Water Source Heat Pumps – DX

#### **Cooling Medium (DX, Chilled Water)**

- Outdoor Package Units – DX
- Indoor Packaged Units - DX
- Split Systems – DX
- Water Source Heat Pumps – DX

#### **Standard Warranty:**

- Standard warranty will vary depending on model and size. Please consult individual product literature for more information.

#### **Optional Warranty:**

- Varies depending on the product and the need, ranging from compressor only to parts only to labor only to combinations with multi-year duration

#### **Estimated Lead/Delivery Time:**

- Lead times will vary from 4-8 weeks depending on product line. Please consult individual product literature for more information.

#### **Range of Efficiencies:**

- Outdoor Package Units – up to 16.7 seer
- Indoor Package Units – 10-15.3 EER
- Split Systems – up to 11.7 EER
- Water Source Heat Pumps – exceeds ASHRAE 90.1 efficiencies
- PTACs – up to 10.6 EER

#### **Location of Manufacturing**

- Norman, Oklahoma; Ajax, Ontario; Fort Wayne, Indiana; Monterrey, Mexico

#### **Estimated Market Share**

- Johnson Controls does not divulge market share for equipment categories.

#### **Provide example data on each type of product provided**

- Data provided upon request

#### **Detailed Features & Benefits:**

- <https://www.johnsoncontrols.com/hvac-equipment>

### **Air Handling**

**Type:** Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs.

YORK Solution AHUs by Johnson Controls – the only names you need to know for an AHU line that has no limits, ranging from basic indoor units up to penthouse mechanical-equipment rooms. And whatever

the air-handling challenge-IAQ, acoustics, energy, controls, you name it-Johnson Controls has the experience to build a Solution AHU that will meet your needs.

**Brand Names:**

- Johnson Controls / YORK Solution

**Fan Types**

- Centrifugal with FC (forward-curved), AF (airfoil) or BI (backward-included) blades
- Belt-driven or direct-drive
- DWDI (housed) or SWSI (plenum)
- AC induction or EC motor
- Manufacturers used include Twin City Fan, Lau, Comefri, ebm-papst

**Capacity Range:**

- 2000 CFM – 200,000+ CFM

**Heating Medium (Electric, Gas, Steam, Hot Water)**

- Hot Water
- Electric Heat
- Steam
- Gas

**Cooling Medium (DX, Chilled Water)**

- Chilled Water
- DX
- Coils manufactured by Johnson Controls

**Standard Warranty:**

- 18-month parts and labor from date of shipment

**Optional Warranty:**

- Warranties available on all components
- Local parts and labor warranties are available from 6 to 10 years. Please consult with your local Johnson Controls representative for more information

**Estimated Lead/Delivery Time:**

- Lead times range anywhere from 3-20 weeks based on construction and performance requirements.
- Quick ship options are available from 10 working days to 20 working days
- Lead times will increase as units become more custom

**Location of Manufacturing**

- York, PA
- Albany, MO
- Hattiesburg, MS

**Estimated Market Share**

- Johnson Controls does not divulge market share for equipment categories.

**Provide example data on each type of product provided**

- Data provided upon request

#### **Detailed Features & Benefits:**

- <https://www.johnsoncontrols.com/hvac-equipment/air-handling-units>

### **Air Terminal Devices and Heating Products**

#### **Type:**

Johnson Controls offers a wide variety of Air Terminal Devices. Fan coil options are available in horizontal, vertical, low-profile horizontal, floor mount vertical, high-rise vertical, reduced footprint vertical, and concealed cabinet. High Performance models also meet the customer's specifications for more demanding conditions. Johnson Controls VAV terminal units are offered in standard configurations as well as low-height, fan powered, and dual-duct configurations.

#### **Brand Names:**

- Johnson Controls, Titus, Krueger, Enviro-tec, Superior Rex

#### **Capacity Range:**

- Fan Coil Terminal Devices: 200 to 2,000 CFM
- Blower Coil Units: 800 to 4,000 CFM
- VAV Terminal Devices: 75 to 8,000 CFM

#### **Heating Medium:**

- Electric Heat
- Hot Water
- Steam
- Aux Heat

#### **Cooling Medium:**

- Chilled Water
- DX

#### **Standard Warranty:**

- 12 Months from Startup
- Not to exceed 18 Months
- No Labor

#### **Optional Warranty:**

- 3% of list price per additional year of warranty

#### **Estimated Lead/Delivery Time:**

- 4-5 Weeks

#### **Estimated Market Share**

- Johnson Controls does not divulge market share for equipment categories.

#### **Provide example data on each type of product provided**

- Data provided upon request

#### **Detailed Features & Benefits:**

- <https://www.johnsoncontrols.com/hvac-equipment/air-distribution/terminal-units>

## DDC Controls

### Type:

- Systems Integration, Light Commercial, Building Automation Systems, Building Controls System, Metasys, Facility Explorer, BCPro, Verasys, core components, end devices, lighting, panels

### System Protocol Capabilities:

- BACnet
- LonWorks
- Proprietary
- Any Combination

### LAN Communication Structure Options:

- Peer to Peer
- Polling

### Human Machine Interface Options:

- Personal Computer
- Notebook
- Handheld

### Third Party Interface Drivers:

- Available through System Integration Services

### Remote Alarm Capabilities:

- Local & Remote Available with Metasys®

### Standard Warranty:

- Parts: 3 Years
- Labor: 12 Months

### Optional Warranty:

- Labor 2-5 Years or Per Customer Request

### Estimated Lead/Delivery Time:

- Depends on selected equipment

### Location of Manufacturing City

- Reynosa, MX

### Estimated Market Share

- Johnson Controls does not divulge market share for equipment categories.

### Provide example data on each type of product provided

- Data provided upon request

### Detail Features & Benefits:

- <https://www.johnsoncontrols.com/building-automation-and-controls/building-automation-systems>

## Cooling Towers

### Type:

- All types

### Brand Names:

- All brands

### Capacity Range:

- 6 – 1300 Ton +

### Standard Warranty:

- 5-year parts only

### Optional Warranty:

- N/A

### Estimated Lead/Delivery Time:

- 4 – 5 weeks after receipt

### Location of Manufacturing

- varies

### Estimated Market Share

- Johnson Controls does not divulge market share for equipment categories.

### Provide example data on each type of product provided

- Data provided upon request

### Detailed Features & Benefits:

- <https://www.johnsoncontrols.com/insights/2017/buildings/features/a-cooling-towers-best-friend>

## Pumps

### Type:

- All types

### Brand names:

- Bell & Gossett, Armstrong, and others

### Capacity Range:

- 10 GPM to 4000 GPM

### Standard Warranty:

- One year from date of start-up

### Optional Warranty:

- Extended warranties available

### Estimated Lead/Delivery Time:

- varies



#### **Location of Manufacturing**

- varies

#### **Estimated Market Share**

- Johnson Controls does not divulge market share for equipment categories.

#### **Provide example data on each type of product provided**

- Data provided upon request

#### **Detailed Features & Benefits:**

- <https://www.johnsoncontrols.com/hvac-equipment>

### **Invertors**

#### **Brand Names:**

- Johnson Controls and others

#### **Capacity Range:**

- ¼ HP to 250 HP+

#### **Standard Warranty:**

- Typical 2-year Warranty

#### **Optional Warranty:**

- 3-year Warranty with Certified Startup

#### **Estimated Lead/Delivery Time:**

- varies

#### **Location of Manufacturing**

- varies

#### **Estimated Market Share**

- Johnson Controls does not divulge market share for equipment categories.

#### **Provide example data on each type of product provided**

- Data provided upon request

#### **Detailed Features & Benefits:**

- <https://www.johnsoncontrols.com/hvac-equipment>

### **Boilers and Water Heaters**

#### **Type:**

- Raypak, Sellers, Johnston

#### **Brand Names:**

- Raypak, Sellers, Johnston

#### **Heating Medium (Electric, Gas, Steam, Hot Water):**

- Hot Water
- Electric Heat

- Steam
- Gas

**Capacity Range:**

- 66,000btu to 4,000,000
- 10 to 800 Boiler Horsepower

**Standard Warranty:**

- 1 year from start-up

**Optional Warranty:**

- Extended warranties available on all components

**Estimated Lead/Delivery Time:**

- Lead times vary from 0 to 20 weeks

**Detailed Features & Benefits:**

- N/A

## HVAC Specialty Products

### **Air-Cooled Variable Refrigerant Flow Systems**

YORK VRF systems achieve extremely high efficiencies by modulating the flow of refrigerant according to the exact demands of individual areas, using innovative inverter-driven scroll compressor technology. The result? Integrated energy efficiency ratio (IEER) as high as 25.2, plus an average of up to 39% energy savings for some applications, compared to conventional HVAC systems. YORK VRF indoor units operate quietly and are easy to install, service and maintain. A wide variety of non-ducted and ducted units are available in styles and capacities to fit multiple applications. Units operate quietly with sound ratings as low as 24.5 dBA.

**Type:**

- Outdoor Units: Both heat recovery and heat pump types, air cooled condensing units with inverter scroll compressors; up to 29.5 SCHE and 25.2 IEER
- Indoor Units: Fan coil units in multiple styles (concealed, wall mount, ceiling cassette); ducted and non-ducted; sensor options

**Brand Names:**

- Johnson Controls; YORK®

**Cooling Medium:**

- DX

**Heating Medium:**

- DX

**Capacity Range:**

- 6-36 tons Outdoor Air-source Units
- 6-48 tons Water-source Units
- .5-4 tons Indoor Units

**Standard Warranty:**

- 10-year standard warranty

**Optional Warranty:**

- Contact account representative for extended warranty details and limitations.

**Estimated Lead/Delivery Time:**

- 4-5 Weeks

**Location of Manufacturing City:**

- Japan and China

**Range of Efficiencies:**

- up to 29.5 SCHE and 25.2 IEER

**Estimated Market Share:**

- Johnson Controls does not divulge market share for equipment categories.

**Provided example data on each type of product provided:**

- Data provided upon request

**Detailed Features & Benefits:**

- <https://www.johnsoncontrols.com/hvac-equipment/variable-refrigerant-flow-systems>

**Duct Free Mini Split Systems**

Effective climate control is about comfort and efficiency – delivering just the right amount of heating and cooling to every space while using no more energy than necessary. YORK® single and multi-zone duct-free mini-split systems enable you to provide innovative solutions to residential and light commercial applications. YORK® duct-free mini-split systems solve difficult heating and cooling challenges on job sites where the adjustment of existing systems will not satisfy the need.

**Type of Equipment/Components:**

- Z Series 28 SEER Single Zone Mini Split Heat Pump System
- X Series 23 SEER Single Zone Mini Split Heat Pump System
- R Series 20 SEER Single Zone Mini Split Heat Pump System
- P Series 18 SEER Single Zone Mini Split Heat Pump System
- W Series 22 SEER Multi Zone Mini Split Heat Pump System
- M Series 16 SEER Multi Zone Mini Split Heat Pump System
- Controls
- EWPE Smart App

**Capacity:**

- Single Zone .75-4 tons
- Multi-zone 1.5-3.5 tons

**Brand Names:**

- Johnson Controls; YORK®

**Standard Warranty:**

- 7 years compressor; 5 years parts

**Optional Warranty:**

- Available upon request

**Estimated Lead/Delivery Time:**

- 4-5 Weeks

**Location of Manufacturing City:**

- China

**Range of Efficiencies:**

- 16-28 SEER

**Estimated Market Share:**

- Johnson Controls does not divulge market share for equipment categories.

**Provided example data on each type of product provided:**

- Available upon request

**Detailed Features & Benefits:**

- <http://www.johnsoncontrols.com/buildings/hvac-equipment/mini-split-systems>

## LED Lighting Products

**LED Area Lights**

- Yes

**Flexible LED Strips**

- Yes

**Ceiling Lighting**

- Yes

**Bulbs, Fixture Products**

- Yes

**Others**

- Products in all categories. Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
- Interior Lighting:
  - Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
  - CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
  - High Bay Fixtures: New LED fixtures
- Exterior Lighting:
  - Building Mounted: Wall packs, floods, canopy
  - Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
- Lighting Controls:
  - Room based controls: occupancy sensors, Photocell sensors
  - Stand-alone Networked controls
  - Integrated Networked controls with BAS
  - Smart City controls

## Fire Alarm Systems

### Types: (Local, Auxiliary, Remote, or Proprietary)

- All types are available

### Brand Names:

- Johnson Controls IFC (OEM Notifier), SimplexGrinnell, Tyco

### Standard Warranty: Parts and Labor:

- 12-month labor; 3 year parts

### System Architecture: (Stand-alone, single node or multi-node networks)

- All are available

### Network Type:

- Peer to Peer and Dgrade mode

### Audio System:

- Emergency Voice

### Node Configuration:

- Class A and Class B

### Smoke Evacuation:

- UUKL and UOJZ

### Remote Annunciation Types:

- JNCA (Global Annunciator), IFW (Work Station), LCD160, LCD80, or LDM

### Third Party Interface:

- Noti-Fire-Net, Metasys BACnet

### Remote Communications:

- DPI-232, EIA-232 Ports, EIA-485 Ports

### Detailed Features & Benefits:

- <https://www.johnsoncontrols.com/fire-detection>

## Equipment Parts and Supplies

### Type:

- All types required to support the products we install

### Brand Names:

- All brands

### Location of stocking parts:

- Each branch location is stocked with parts. Some parts may require shipping from the manufacturer.

### Standard Warranty:

- Warranty terms differ for each part. Johnson Controls typically offers a full one-year or three-year warranty, depending upon the type of component.

#### **Optional Warranty:**

- Extended warranties are available.

#### **Estimated Lead/Delivery Time:**

- Lead-time depends on the part.

#### **Percentage of locally stocked parts to delivered parts:**

- Varies by location

#### **Detailed Features & Benefits:**

- <https://www.johnsoncontrols.com/services-and-support/operations-maintenance-and-repair-services>

## **Services**

### **Startup and Commissioning Services**

#### **Define process for validation of system or equipment operation to design:**

Johnson Controls specializes in providing continuous commissioning programs focusing on the specific requirements of the customer. We believe that a Continuous Commissioning Plan is a critical part of establishing a long-term Energy Management program. Due to our extensive experience in Building Management and Controls Automation, we offer unparalleled value in the design and implementation of continuous commissioning programs. However, we allow the customer to choose whether to outsource this ongoing service to Johnson Controls or perform it in-house. We pride ourselves on educating customers during all of our commissioning activities – whether initial or ongoing – so that they may assume the commissioning role in the future if they desire.

Each retrofit will be validated by a qualified technical representative and be in accordance with the sequence of operations and contract requirements. As further assurance, our Operations Manager will certify each retrofit in accordance with the approved Johnson Controls Project Commissioning Plan.

The purpose of a Commissioning Plan is to provide a clear scope and format of the commissioning process for all project team members to reference and follow. The Commissioning Plan for this project will guide the installation contractor and commissioning team through an effective process. The Plan aids the project design, construction, and operations teams to ensure the quality of the project. The team may modify and adapt the plan to meet unforeseen quality control issues and opportunities throughout the project.

The plan includes the following items:

- Performance Testing Procedures
- Equipment Operating Parameters
- General Commissioning Schedule
- Warranty Walk-Through and Other Requirements
- Project Requirements and Design Intent
- Testing Certification Requirements
- Roles and Responsibilities

#### **Type:**

- All York Equipment, Metasys® Controls, Air/Water Balance

### List Key Personnel:

- York and Metasys® Startup is performed by our Factory Trained Personnel
- Air and Water balance is performed by our strategic partners in the industry

### References:

We provide startup and commissioning services for all of the equipment we install. We have performed these duties for all of our references listed in TAB 4.

### Case Studies:

Please see the Hershey Gardens PA case study in “**ATTACHMENT 2 – Case Studies**” on the provided flash drive.

## Service and Maintenance

Johnson Controls owns and operates over 140 service centers across the United States staffed by skilled service technicians, project development specialists, sales engineers, application engineers, installation teams, project/construction managers, and local branch leadership who are empowered to make decisions to quickly resolve any issues and ensure customer satisfaction.

### Types:

- Preventive maintenance agreements (basic and premium coverage options) for HVAC equipment, controls, security & fire equipment
- Repair services for HVAC, security, fire, technology and building automation systems
- 24/7 emergency service
- Predictive and diagnostic such as Vibration Analysis, Oil Analysis, Refrigerant Analysis
- Replacement parts
- Design and construction services
- Refrigerant compliance reporting
- Connected services such as our Chiller MD
- Remote Operations Center (ROC)-

### Define processes for each type of service and/or maintenance of the system or equipment:

Johnson Controls services for equipment and controls are aligned to the 5 values of planned maintenance. No two facilities have the same service needs. A customized service plan, with a combination of reactive, planned, and predictive maintenance strategies, maximizes our customers return on their asset investments and minimizes their risks. Our local service centers develop customized service scopes of work built around the exact building performance requirements and business needs of our customers. The objective is to provide the level of assistance/support required to keep their HVAC equipment and controls efficiently performing at peak levels.



Johnson Controls offers two standard types of preventive maintenance agreements for our customers: basic and premium coverage. The primary difference is that premium coverage includes parts and labor

for unscheduled repairs. Typically, our preventive maintenance plans consist of a combination of the following services:

- routine, time-based maintenance tasks specific to each type of equipment, average runtime, criticality, OEM's recommended maintenance procedures and required performance;
- predictive and routine diagnostic tasks to identify potential issues operating issues/conditions that may disrupt the performance of the equipment causing unnecessary downtime and negatively impacting the customer's business operations;
- remote monitoring of alarms
- special 24/7 emergency service

DESCRIPTION	SERVICE COMPLETE	
	BASIC	PREMIUM
Recommended Number of Visits	4 annual visits (3 operational, 1 comprehensive - customizable to your needs)	4 annual visits (3 operational, 1 comprehensive - customizable to your needs)
Scheduled Operational Inspections	✓	✓
Scheduled Comprehensive Maintenance and Data Backup (if applicable)	✓	✓
Scheduled Service Parts*	✓	✓
Prioritized Unscheduled Service	✓	✓
Unscheduled Repair Parts*		✓
Unscheduled Repair Labor*		✓
24/5 or 24/7 Extended Service Hours		Optional
After-Hours Emergency Call Center	✓	✓
Industry-Leading Safety Program	✓	✓
Factory-Trained Technicians	✓	✓
Dedicated Customer Service Representatives	✓	✓
Customer Portal - Online Access to Service History And Documentation	Optional	Optional

Above is an example of some of the options available for a controls service agreement. We typically customize plans to the individual needs of each customer. For example, our technicians can spend 4 hours a week with a customer's staff to train operators and review the controls' system performance and alarms.

Below is an example of some options available for mechanical equipment preventive maintenance. Again, this is just a starting point and easily customizable to the needs of the individual customers.

DESCRIPTION	SERVICE COMPLETE	
	BASIC	PREMIUM
Recommended Number of Visits	4 annual visits (3 operational, 1 comprehensive)	4 annual visits (3 operational, 1 comprehensive)
Scheduled Operational Inspections	✓	✓
Scheduled Comprehensive Maintenance	✓	✓
Scheduled Service Parts*	✓	✓
Prioritized Unscheduled Service	✓	✓
Unscheduled Repair Parts*		✓
Unscheduled Repair Labor*		✓
24/5 or 24/7 Extended Service Hours		Optional
After-Hours Emergency Call Center	✓	✓
Industry-Leading Safety Program	✓	✓
Factory-Trained Technicians	✓	✓
Dedicated Customer Service Representatives	✓	✓
Customer Portal - Online Access to Service History And Documentation	Optional	Optional

We have similar scopes of work for all the HVAC equipment, fire, security and controls equipment that we service. These standard scopes of work are embedded into our Computerized Service Software System.



#### **List Key Personnel:**

- Factory trained in-house personnel and equipment to perform most maintenance, service, and vibration analysis tasks.
- Subcontract Oil and Refrigerant Analysis.

#### **Project References:**

- We have performed these duties for all of our references listed in TAB 4.

#### **Case Studies:**

- <https://www.johnsoncontrols.com/insights/2016/buildings/case-study/mississippi-department-of-information-technology-services>

### **Installation and Turnkey Contracting**

#### **Type:**

- Retrofits, new construction, energy retrofit, new controls, controls upgrades, performance contracting

#### **Define processes for each type install of the system or equipment:**

Due to the customized nature of our equipment, the process is highly dependent on the equipment and location of the install.

#### **Bonding and Licensing Capabilities:**

- \$100,000,000 single bond limit
- \$400,000,000 Aggregate
- Each Branch office has a Mechanical Contractor License, Fire Alarm License, and Security License.

#### **List key personnel:**

Factory trained in-house personnel from a local branch perform most installation and turnkey contracting tasks. In some situations, we find it beneficial to contract with specialists for certain specialized equipment or tasks.

#### **References:**

We have performed these duties for most of our references listed in TAB 4, including City of Austin, Sarasota County, Los Angeles World Airports, and Baltimore County Schools.

#### **Case Study:**

The case study for Oxford High School is included in “**ATTACHMENT 2 – Case Studies**” on the provided flash drive. Oxford High School is a unique funding model for a turnkey project utilizing a municipal lease finance structure (not a performance contract) and voter approved school construction bonds.

### **Warranty Services**

#### **Types:**

- Up to 20 years parts and labor
- Refrigeration warranties
- Total systems
- Compressor
- Parts and labor

### Define processes for each type of warranty:

See Warranty information at the beginning of TAB 2.

### List Key Personnel:

- All Warranty issues are processed and resolved through the Johnson Controls service department.

### Project References:

- Please get in contact with your local Johnson Controls representative for information on our success stories regarding warranty work.

### Case Study:

- Warranties are included as part of a larger case study. See the Oxford High School case study in “ATTACHMENT 2 – Case Studies” on the provided flash drive.

## Energy Services

As more and more organizations prioritize the search for new energy savings solutions, funding can be a barrier and innovative financing is often required to make the vision of energy efficiency a reality. Johnson Controls offers Energy Performance Contracts that put facility upgrades within financial reach. It's totally accountable: a guarantee that building improvements will deliver operational and utility savings over a fixed period. And it's low-risk, because Johnson Controls pays the difference if the savings don't accrue.

- Facility and infrastructure retrofit costs are offset by utility and operational savings, helping businesses and organizations fund capital improvements, maintain cash flow and reduce emissions.
- Johnson Controls helped establish energy performance contracting in 1983 and has implemented more than 3,000 performance contracts in North America alone.
- Facility audits identify opportunities to improve the efficiency of building envelope, lighting, HVAC, water and other systems.
- Performance contract specifies the scope of improvements, associated costs, estimated energy and other savings, grants available for project funding and resulting cost savings.
- Performance assurance staff validates savings and provides effective communications.

### Type (Energy Tracking, Energy Analysis, and Evaluation of Potential Upgrades:

- Auditing Services
- Energy Supply Side Professional Services
- Facility and Infrastructure Services
- Post Installation Services
- Training
- Truck and Site Based Services
- Additional Technical Services
- See Value Added Services for detailed information

### Certifications of Personnel:

#### Leadership in Energy and Environmental Design

As a charter member of the U.S. Green Building Council's (USGBC) board, Johnson Controls helped develop the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. This rating system provides standards and recognition for designing, constructing and operating sustainable,

high-performance facilities. With more than 1,200 LEED credentialed employees, we are able to help our clients navigate the LEED rating system and certification process for both new and existing buildings.

### NAESCO

Johnson Controls earned the highest accreditation of the National Association of Energy Services Companies (NAESCO), which is Energy Service Provider.

NAESCO is a national trade association that has been promoting the benefits of the widespread use of energy efficiency for more than 25 years.

Johnson Controls was one of the first companies accredited by National Association of Energy Service Companies (NAESCO) as an energy service company (ESCO) in May 1997 (the program began in May 1996).



Our company was first accredited as an Energy Service Provider (ESP) in May 2003, the first time it was even possible to apply for an ESP, signifying our leadership in the energy efficiency industry.

Our Director of State Government Solutions, Charles McGinnis, is on the Board of Directors for NAESCO, showing our commitment to the growth of this industry and increasing benefits to our customers.

The significance of the NAESCO accreditation lies in the high level of expertise required to obtain it. Applications are reviewed by a committee of industry experts who are unaffiliated with any ESCO or other company under consideration for accreditation. Applicants undergo a rigorous examination of their core competencies and business practices. The review committee also consults with selected customer references. Evaluation criteria include:

- The nature of the applicant's business
- The range of measures and services offered to customers
- The availability of a performance-based project approach
- Ethical business practice commitment
- Engineering, financing, project management, operations, and maintenance capabilities
- The capability of verifying and monitoring energy cost savings

Accredited Energy Service Providers also possess the technical capabilities and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration, combined heat and power projects, or arrangement of firm contracting of energy supply.

### **List Key Personnel:**

- In-house, factory-trained personnel in each branch.

### **Reference:**

- See the Louisville Metro case study included in “**ATTACHMENT 2 – Case Studies**” on the provided flash drive.

### **Case Study:**

- See the Louisville Metro case study included in “**ATTACHMENT 2 – Case Studies**” on the provided flash drive.

## Equipment Rentals

### Types:

- Chillers, Pumps, Transformers, Generators, Cooling Towers, Package Units

### Brands available:

- Please contact your local branch for brand availability.

### Locations of rental fleet:

- We have rental equipment located nationwide

### Process of accessing rental fleet during disaster event:

- Your Project Manager or Account Representative can provide you with access to our rental fleet during a disaster event of in any kind of emergency.

### List Key Personnel:

- Johnson Controls – In-house, factory-trained personnel in each branch.
- Aggreko Subcontracted

### Project References:

- Houston ISD – Post Hurricane Ike Chiller/Generator Rentals 2008
- Memorial Hermann Hospital System – Post Hurricane Ike Chiller, Pumps, Cooling

### Case Study:

- N/A

## Financial Services

Our Structured Finance team is responsible for the development of new and creative financing structures that address the financial needs of Johnson Controls customers. The team will match the right financing structure with what is best for each customer and most appropriate for the project. In addition, we have relationships with over 20 financial partners who are experienced in the arena of Lease and Capital Lending Programs. We will work with our partners and your clients to ensure that any and all incentives are identified and utilized to their full potential.

### Type:

- Financing, Leasing, Pre-payment Discounts, Guaranteed Savings

### Describe type of each funding and availability:

Our approach to financing is to assist in identifying a lender through competitive procurement from a group of qualified lenders and work closely with our clients to provide the most favorable financing package for the project. Johnson Controls receives no commissions or finder's fees for bringing financing institutions to our clients.

Most public entities that we've worked with have selected a tax-exempt capital lease structure. This structure has the least amount of transaction costs and is offered at rates comparable to other forms of public sector financing.

Johnson Controls will help members:

- Obtain the lowest interest rate
- Obtain the lowest cost of financing
- Protect against interest rate fluctuations

- Minimize your time devoted to financing issues
- Explore available alternative funding sources

The following table shows some of the financing options used by our customers.

Financing Option	Description*
Installment Purchase (Buy)	No down payment required. The customer makes even payments monthly over a number of years (typically 5 years). Customers own their equipment. Typically used with projects \$25,000 and up. Flexible payment schedules are available. This is a full term obligation at taxable rates, but financing is done directly through Johnson Controls on a light document package.
Tax Exempt Lease Purchase	Similar to installment purchase, but customer doesn't take title to purchase until the end of the term. Lease terms range from 2 to 10 years depending upon the size of the project and the credit status of the individual customer. Payment frequencies can be matched to fit the Customer need from monthly to annually, in arrears or in advance - again depending upon the Customer criteria.
Operating Lease	Zero money down and low monthly payments. At the end of the term the customer must purchase for Fair Market Value, return, or release the equipment. This type of financing is most often used when an entity has restrictions on ownership or title transfer of equipment.

\* Terms subject to credit approval. Descriptions are for information purposes and should not be construed as financial advice.

#### List Key Personnel:

- Our structured finance team is available and ready to assist. They are contacted through Thomas Staves.
- Ben Speed, Executive Director Structured Finance

#### Case Studies:

Financing is typically provided as an integral component in larger projects. Please see the Louisville Metro case study included in **"ATTACHMENT 2 – Case Studies"** on the provided flash drive. This project was financed using Johnson Controls Contingent Financing Program, an innovative low risk finance solutions for our customers.

#### Professional Services

##### Describe type of each professional service and availability:

Each service is available nationwide.

- Engineering
- Design
- Drafting
- Architectural
- Data Management

### Licensing and certification capabilities:

Professional Category	Number of Representatives within Johnson Controls
Licensed Professional Engineer (PE)	90
LEED Accredited Professional (LEED AP)	724
LEED-Green Associate (LEED GA)	69
Certified Auditing Professional – Hong Kong (CAP)	1
Certified Building Commissioning Professional (CBCP)	19
Certified Building Commissioning Professional International (CBCPI)	2
Certified Building Energy Simulation Analyst (BESA)	2
Certified Business Energy Professional (BEP)	7
Certified Carbon Reduction Manager (CRM)	2
Certified Demand-Side Management Professional (CDSM)	18
Certified Energy Auditor (CEA)	20
Certified Energy Auditor International (CEAI)	2
Certified Energy Auditor In Training	1
Certified Energy Auditor-Master's Level	1
Certified Energy Manager (CEM)	160
Certified Energy Manager International (CEMI)	24
Certified Energy Procurement Professional (CEP)	3
Certified Grant Manager	1
Certified Green Building Engineer (GBE)	5
Certified Indoor Air Quality Professional (CIAQP)	2
Certified Lighting Efficiency Professional (CLEP)	5
Certified Measurement and Verification Professional (CMVP)	66
Certified Measurement and Verification Professional International (CMVPI)	5
Certified Measurement and Verification Professional In Training International (CMVPITI)	2
Certified in the use of RETScreen (CRU)	1
Certified Sustainable Development Professional (CSDP)	6
Distributed Generation Certified Professional (DGCP)	4
Energy Manager in Training (EMIT)	2
Energy Manager in Training International (EMITI)	1

Professional Category	Number of Representatives within Johnson Controls
Existing Building Commissioning Professional (EBCP)	7
Performance Contracting and Funding Professional (PCF)	3
Renewable Energy Professional (REP)	3

#### List Key Personnel (employed or subcontractor):

- In-house, factory-trained personnel in each branch.
- Johnson Controls has many employees that hold professional licenses.
- Johnson Controls may partner with organizations for the production of design, architectural, and construction documents

#### References:

We perform engineering and design services for all of our Energy Saving Performance Contracting projects, including the City of Louisville and Oxford High School.

#### Case Studies:

- Please see the Louisville Metro case study included in “ATTACHMENT 2 – Case Studies” on the provided flash drive.

### Site Surveys

#### Types:

- Equipment condition
- Energy Performance Contracting
- Investment grade building audits
- Security infrastructure surveys
- Technology infrastructure surveys
- Building to business systems integration assessments
- Facility optimization

#### Describe type of survey:

Johnson Controls has in-house capabilities to accomplish each of the above types of surveys. Plus, we have partnerships with external consultants and Alliance partners to support our efforts

- Personnel (employed or subcontractor):
- Johnson Controls, Inc. has many employees that hold professional licenses.
- Johnson Controls, Inc. may partner with organizations for the production of design and construction documents

#### Licensing and certification capabilities:

Professional Category	Number of Representatives within Johnson Controls
Licensed Professional Engineer (PE)	90
LEED Accredited Professional (LEED AP)	724
LEED-Green Associate (LEED GA)	69
Certified Auditing Professional – Hong Kong (CAP)	1
Certified Building Commissioning Professional (CBCP)	19

Professional Category	Number of Representatives within Johnson Controls
Certified Building Commissioning Professional International (CBCPI)	2
Certified Building Energy Simulation Analyst (BESA)	2
Certified Business Energy Professional (BEP)	7
Certified Carbon Reduction Manager (CRM)	2
Certified Demand-Side Management Professional (CDSM)	18
Certified Energy Auditor (CEA)	20
Certified Energy Auditor International (CEAI)	2
Certified Energy Auditor In Training	1
Certified Energy Auditor-Master's Level	1
Certified Energy Manager (CEM)	160
Certified Energy Manager International (CEMI)	24
Certified Energy Procurement Professional (CEP)	3
Certified Grant Manager	1
Certified Green Building Engineer (GBE)	5
Certified Indoor Air Quality Professional (CIAQP)	2
Certified Lighting Efficiency Professional (CLEP)	5
Certified Measurement and Verification Professional (CMVP)	66
Certified Measurement and Verification Professional International (CMVPI)	5
Certified Measurement and Verification Professional In Training International (CMVPITI)	2
Certified in the use of RETScreen (CRU)	1
Certified Sustainable Development Professional (CSDP)	6
Distributed Generation Certified Professional (DGCP)	4
Energy Manager in Training (EMIT)	2
Energy Manager in Training International (EMITI)	1
Existing Building Commissioning Professional (EBCP)	7
Performance Contracting and Funding Professional (PCF)	3
Renewable Energy Professional (REP)	3

### Advanced technology uses for each type of survey:

A very important step in a successful and productive building survey is having a plan or insight regarding what to look for while surveying the facilities. We will perform a **utility survey** to gain that insight. By performing the utility survey prior to the building survey, we gain insight into which systems are



consuming the most energy, how the utilities are charging for each unit of energy consumed, and what strategies might be developed to maximize energy savings consumption and dollars. In addition, Johnson Controls will evaluate utility and fuel supply opportunities for each project.

After completing the utility survey, we will perform a comprehensive building survey to gain a thorough understanding of the facilities and their systems. This is a critical task to our overall engineering process.

A comprehensive building survey encompasses the following activities:

- General Survey
- Lighting Survey
- HVAC Systems Survey
- Equipment Metering/Performance Survey
- Controls Survey
- Automation System Survey
- Chilled Water System Survey
- Heating Plant Survey
- Water/Sewer Usage Survey
- Renewable Energy Survey
- Security System Survey
- Financial Survey
- Review Master Plans for Additions/Renovation



*These activities are performed in order to gain as complete an understanding of the building operation as possible because, without this in-depth knowledge, improvement and savings projections could be meaningless.*

#### List key personnel:

- In-house, factory-trained personnel in each branch.
- Johnson Controls has many employees that hold professional licenses.

#### References:

We perform engineering and design services for all of our Energy Saving Performance Contracting projects, including the City of Louisville and Oxford High School.

#### Case Studies:

- Please see the Louisville Metro case study included in “**ATTACHMENT 2 – Case Studies**” on the provided flash drive.

## Pricing

The following table describes our pricing for the services products and services offered:

Product/Service	Discount Type	Discount
Non-Johnson Controls HVAC control, security, fire and equipment products: includes subcontracts, non- Johnson Controls, controls, assessments, tools, management & engineering services and surveys	Mark up over cost	Cost + 30%
Miscellaneous parts	Mark up over cost	Cost + 30%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP)	NALP less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Terminal Units (VAV & FCU)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Commercial Unitary Equipment (Series 5-40)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Large Commercial Unitary Equipment (Series 100)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls DDC controls & Johnson Controls Security products	Discounts from North America List Price (NALP)	NALP less 55%
Fire & Security Alarm Systems	Discount from list price	List less 15%
Johnson Controls Labor associated with installs and retrofits	Discount from Local Branch Published Street Labor Rates	Local Branch Published Street Rate less 10%
Service Labor including Preventative Service Agreements (PSA)	Discount from Local Branch Published Street Labor Rates	Local Branch Published Street Rate less 5%
Packaged Central Plant (400-4500 tons)	Pricing varies depending upon complexity, but customers will receive a minimum of a 5% discount	
Energy Efficient Projects with General Requirements and internal/external Purchase Orders for Construction Related Projects	All Related Services and Products	Cost Plus 30%

### Pricing Notes:

1. All labor rates are based upon standard hours.
2. Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
3. Overtime rates (Holidays): 2 x standard labor rates
4. Per diem rates: Based upon location and job role to be provided
5. Minimum charge of 4 hours for all overtime work
6. Local branch published street labor rates may be updated annually at the discretion of each local branch
7. Mileage – Standard rates apply for service calls calculated from branch to job site

### Not to exceed pricing:

The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order the JCI Omnia Contract number.

## Additional Pricing Questions

ii. Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

The included flash drive includes our company name, the name of the solicitation, and the date of our response.

iii. Is pricing available for all products and services?

Pricing is available for all listed products and services.

iv. Describe any shipping charges.

Shipping charges are highly dependent on the equipment being shipped and the destination of the shipment. Shipping costs are included in the price, as is disposal.

v. Describe any return and restocking fees.

Return and restocking fees vary according to the equipment purchased. Generally:

- If we are in the installation phase and the requested change is similar in price and operation to the planned equipment, we will make the change as requested.
- If the change is less expensive, we will refund the difference to the customer.
- If the change is more expensive, we implement the change with a formal Change Order.

vi. Describe any promotions, special offers, additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

No additional discounts are offered.

Rebates may be available depending the equipment involved. If rebates or grants are available for a specific project or piece of equipment, the team will assist the customer in applying for the grant or rebate.

vii. Describe how customers verify they are receiving Contract pricing.

To receive contract pricing, Participating Agencies must reference the OMNIA Contract Number on the proposal. Upon request, Johnson Controls will provide Participating Agencies with a pricing validation form to verify contract pricing.

viii. Describe payment methods offered.

We accept wire transfer, check, money order, credit card, and P-card payments.

ix. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

The pricing will be updated no more than twice a year for new products and services. We are offering a catalog contract with discount by category, and we do not expect the category discounts to change over the term of the Contract.

x. Describe how future product introductions will be priced and align with Contract pricing proposed.

The pricing will be updated no more than twice a year for new products and services. New products and services will be priced accordingly with our existing products.

xi. Provide any additional information relevant to this section.

Johnson Controls is very excited to begin working with OMNIA Partners. The pricing offered in our response is equal to or better than the pricing stipulated in any of our currently awarded cooperative agreements.

## **TAB 3 – Performance Capacity**

### **a. OMNIA Partners Documents (Appendix D)**

A completed Appendix D, Exhibits F. Federal Funds Certifications form and G. New Jersey Business Compliance form appear on the following pages.

## EXHIBIT F

### FEDERAL FUNDS CERTIFICATIONS

### FEDERAL CERTIFICATIONS

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

#### TO WHOM IT MAY CONCERN:

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following 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.

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## 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 \_\_\_\_\_ DC \_\_\_\_\_ 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 \_\_\_\_\_ DC \_\_\_\_\_ 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 DC 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 DC 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 DC 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 DC Initials of Authorized Representative of offeror



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

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

Does offeror agree? YES DC 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 DC 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 DC 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

Requirements for National Cooperative Contract

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 DC 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 DC 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 DC 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 DC 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 DC 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: Johnson Controls, Inc.

Address, City, State, and Zip Code: 5757 North Green Bay Avenue, Milwaukee, WI 53209

Phone Number: 1-443-676-8813

Fax Number: N/A

Printed Name and Title of Authorized

Representative: David Clark, VP of Commercial Operations

Email Address: David.R.Clark@jci.com

Signature of Authorized Representative: David Clark

DocuSigned by:

Date: 7/7/2020

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**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

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

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

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

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

DOC #1

**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:** Johnson Controls, Inc.

**Street:** 5757 North Green Bay Avenue

**City, State, Zip Code:** Milwaukee, WI 53209

**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 David Clark, an authorized representative of Johnson Controls, 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.)**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
Dodge & Cox	555 California St., 40th Fl., San Francisco, California, 94104	12.2%

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

7/7/2020

**Date**

DocuSigned by:

*David Clark*

**Authorized Signature and Title**

DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** Johnson Controls, Inc.

**Street:** 5757 North Green Bay Avenue

**City, State, Zip Code:** Milwaukee, WI 53209

**State of** Wisconsin

**County of** Milwaukee

I, David Clark of  
the City of Milwaukee  
Name City

in the County of Milwaukee, State of  
Wisconsin

of full age, being duly sworn according to law on my oath depose and say that:

I am the VP of Commercial Operations of the firm of  
Johnson Controls, Inc.

Title

Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

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

Johnson Controls, Inc.  
Company Name

DocuSigned by:  
David Clark  
554D4D9988E84CF  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)****Company Name:** Johnson Controls, Inc.**Street:** 5757 North Green Bay Avenue**City, State, Zip Code:** Milwaukee, WI 53209**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.*

7/7/2020

**Date**

DocuSigned by:

David Clark  
**Authorized Signature and Title**

DOC #3, continued

**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 it 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).

DocuSigned by:  
  
554D4D9988E84C Signature of Procurement Agent



## DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## DOC #4, continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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



DOC #4, continued

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

DOC #5

**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: Dodge & Cox  Home Address: 555 California St., 40th Fl., San Francisco, California, 94104	Name:  Home Address:
Name:  Home Address:	Name:  Home Address:
Name:  Home Address:	Name:  Home Address:

Subscribed and sworn before me this ____ day of _____, 2___.  (Notary Public)  My Commission expires:		DocuSigned by:  554D4D... David Clark, VP of Commercial Operations (Print name & title of affiant)  (Corporate Seal)
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DOC #6

**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: 20-04

Bidder/Offeror: Johnson Controls, 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): David Clark

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

DocuSigned by:

David Clark

Title: VP of Commercial Operations

Date: 7/7/2020

DOC #7

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

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

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





# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JOHNSON CONTROLS, INC.

**Trade Name:**

**Address:** 5757 N. GREEN BAY AVE  
MILWAUKEE, WI 53209-4408

**Certificate Number:** 0092723

**Effective Date:**

**Date of Issuance:** July 02, 2020

**For Office Use Only:**  
20200702121650564

## 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

## b. Additional Performance Capacity Responses

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

By selecting Johnson Controls, Inc. (Johnson Controls), OMNIA Partners members can engage an Original Equipment Manufacturer (OEM) that can provide a single point of contact and accountability for all of their HVAC solutions and service needs nationwide. Factory-trained Johnson Controls employees operate out of a nationwide branch network that ensures expert local service in every market in North America. This level of local expertise will help OMNIA Partners members ensure that their project produces significant energy savings and the highest return on investment.

We offer our customers the reliability and financial stability of a Fortune Global 500 company with over 120,000 employees. Our long history and proven capabilities illustrate that we can perform all phases of any project and provide OMNIA Partners Participating Agencies with best value through a coordinated set of impactful Energy Conservation Measures (ECMs), infrastructure upgrades, equipment maintenance and service, IGAs, or any combination of service that they require.

OMNIA Partners Participating Agencies can ensure the success of their projects by selecting an experienced firm with a local presence and a long record of accomplishment in K-12, higher education, and state and local government projects. As the national leader in HVAC solutions and service, we are uniquely well positioned to partner with OMNIA Partners Participating Agencies on their projects because we can provide a single source of accountability for any project. Whether your project is a central energy plant, an overhaul of your HVAC system, a planned service agreement, emergency service, or any combination of services or products, OMNIA Partners Participating Agencies will get the same reliable service, high-performance, and attention to detail without regard to the size of your project.

Executive in charge: Andrew Pergande, Director of Commercial Operations, Andrew.Pergande@jci.com, 1-414-524-6937

National Account Manager: Thomas Staves, Cooperative Program Manager, Thomas.Staves@jci.com, 1-443-676-8813

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response.

Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

We have included our completed Appendix D, Exhibits F. Federal Funds Certifications form and G. New Jersey Business Compliance forms in Section **a. OMNIA Partners Documents (Appendix D)** at the beginning of **TAB 3**.

iv. Describe how Offeror responds to emergency orders.

Many of our products are stocked and immediately available. We have a stock and quick ship program that provides our product categories and specific products that are quickly available. We have processes and programs focused on immediate stock and quick ship programs to meet customer's emergency needs.

v. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

National Account Customers who partner with Johnson Controls/York equipment teams experience an on-time delivery rate of approximately 98%+.

Our standardized scheduling processes will assist in preventing schedule setbacks. Each phase must be executed in sequence with the designated critical path schedule as developed by the operations manager. Individual conservation measures are labeled with one or more of the following pieces of information:

1. Key retrofit category
2. Critical preceding tasks and linking tasks
3. Construction milestones and necessary deadlines
4. Management skills required
5. Follow-up responsibility
6. Tools
7. Special instructions
8. Changes, additions, or deletions from original designs or engineering specifications

Our scheduling process allows us to successfully manage multiple measures at multiple sites with minimal deviation. We will schedule installation around all site activities.

vi. Describe Offeror's return and restocking policy.

Return and restocking fees vary according to the equipment purchased. Generally:

- If we are in the installation phase and the requested change is similar in price and operation to the planned equipment, we will make the change as requested.
- If the change is less expensive, we will refund the difference to the customer.
- If the change is more expensive, we implement the change with a formal Change Order.

vii. Describe Offeror's ability to meet service and warranty needs.

Johnson Controls provides service, maintenance, and warranty services.

In addition to our own internal resources, we frequently use local resources like engineering, mechanical, and electrical firms. Each branch office has extensive relationships with proven local businesses because we believe in supporting the communities where we work.

We are a global leader in HVAC technology with significant in-house and field service expertise to support any design, implementation, and service needs. Our technicians are field-trained experts that specialize in improving the reliability and efficiency of customers' plants and systems. Our services

optimize assets and achieve measurable life-cycle results through reliable proven processes, facility experts, and technology.

As a factory-direct service provider, Johnson Controls has the most expertise and resources to develop a customized service approach for a given facility. No other company offers the level of building knowledge, facility equipment expertise, or resources that you will get from a Johnson Controls branch office.

We provide:

- Extended building system and equipment life
- Control of existing operating costs
- Reduced redundancy with respect to current staff and subcontractors
- Better compliance with health and safety codes
- Reports that analyze current and future operations effectiveness
- Improved productivity through more complete facility utilization
- Protection of the value of each facility and its assets
- Facilities that meet the needs of facility occupants

We deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service **any competitive brand** of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems.

When it comes to servicing HVAC equipment or controls system, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to community of a local service provider.

Our service branches are certified to service a wide range of facility infrastructures including the following:

- Building automation control systems
- Chiller and refrigeration equipment
- Boilers and associated heating systems
- Air handling equipment and large fans
- Hydronic equipment including pumps and cooling towers
- Pneumatic air systems (control and process)
- Fire alarm systems
- Security and card access control systems
- Low and high voltage electrical systems
- Packaged rooftop units and unitary heat/cooling equipment

Although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. This is why we have over **4,500 front-line service providers** nationwide in over **140 branch locations**.



*Our service team provides:*

- *Air-cooled chillers*
- *Water-cooled chillers*
- *Expertise delivered by highly skilled and trained technicians*
- *Project managers and engineers who develop solutions to reduce operational costs and improve environmental conditions*
- *Fast response times*
- *Consistent service delivery, accountability, and communication*
- *Flexible service solutions that meet your requirements and budget*
- *Innovative, industry-leading technologies*
- *Risk mitigation to protect your investments*

This local presence allows us to provide local decision-making authority and respond to the needs of customers in a timely manner. Local employees will be dedicated to your project to ensure its successful development and implementation.

Our extensive branch network is **100% company owned** and operated. Full ownership of our branch network benefits our customers because we are able to provide:

- Consistent processes and procedures
- Consistent service standards
- Consistent on-time delivery
- Consistent pricing and training
- Consistent long-term support and resources

Our offices are open daily from 8:00 am to 5:00 pm, and we offer 24/7 service to our customers. Our service phones are covered after hours and technicians are available for dispatch 24/7 to address our customers' building issues. All offices are branch offices and owned by Johnson Controls, headquartered in Milwaukee, Wisconsin.



*4,500+ front-line service providers nationwide deliver technical and maintenance services, including controls, mechanical, and electrical. They support over 18,000 current maintenance contracts.*

viii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Each of our service branches has a 24/7 local service contact number and a toll-free number. We have both contact methods in place to satisfy all of our customers. The local service organization includes dedicated office personnel who receive and process service requests, manage our planned maintenance plan commitments, secure service parts for service work, and invoice.

Typically, our service work is not invoiced until the work is complete. It is extremely difficult to estimate the time it will take for each step in the service process. Below is a very high-level diagram of the process with estimated times. Our local service teams are experienced in balancing the many customer service requests received during the course of the day with the resources and skills available. The objective is to provide customers with service that meets or exceeds their expectations.



1. Customer initiates a service request.
2. Upon receiving your service request, a Johnson Controls dispatcher sends the service request to the appropriate member of our service response team and notifies them of your issue. The local service dispatcher generates an electronic dispatch ticket and work order for a member of your dedicated service response team. The ticket is sent directly to their smartphone.
3. The service technician receives the ticket and responds to your site with 1 hour of the call.
4. The service technician checks in with the appropriate customer representative when they arrive on site to ensure a transparent exchange of all critical information. If required for the type of work being performed, the service technician will adhere to Hot Work Permit and Red Tag Work Permit regulations.
5. After examining and resolving the issue, the service technician informs the customer representative of the resolution. They also will provide advice and other important information related to the issue at hand. The technician will check out with the customer representative, record their signature digitally, and update the service request from their smartphone with all pertinent information including specific equipment, site, and contact person.
6. After the checkout meeting ends and the signature is recorded, the service ticket is automatically emailed to the requestor, the Johnson Controls dispatcher, and any other required individuals.

The Johnson Controls service dispatch team informs the appropriate customer representative of the result. If any further actions are required, the team provides the representative with this information. This communication also helps ensure that we accurately capture the details of the request.



Billing will be automatically prepared with this specific agreement in mind and processed with the correct reference number, equipment numbers, and site. We will send the billing information to accounts payable in an E-mail.

ix. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

The local branch completes service invoices and immediately forwards them to our customers. We do not subcontract invoicing to a third party. We expect to finalize invoices within 24 hours of completing the service.

Johnson Controls agrees to initiate payment on all undisputed invoices received from Participating Agencies on NET 30 terms from the date of invoice, proof of shipment, or, in case of consignment, sale of Product(s) to BUYER's customer, whichever is later, ("Payment Terms") provided the invoice information is consistent with the terms of this Agreement. We accept wire transfer, check, money order, credit card, and P-card payments. For credit card and p-card payments, we do not pass any fees to the customer.

x. Describe Offeror's contract implementation/customer transition plan.

Johnson Controls has standardized on Salesforce.com (SFDC) as our Customer Relationship Management tool for Building Efficiency. Salesforce.com unifies all of our customer data, sales contacts by job function, sales opportunity information, sales history, leads received at trade shows, and account plans across our Systems, Services and Energy Solutions businesses into a single data base. SFDC is a tool that enables us to quickly and efficiently contact specific vertical market customers to communicate news releases (either using email or regular mail). We will create a marketing tool set for the OMNIA Partners agreement to distribute to our field teams and to use in a direct mail campaign. Included in the tool set will be marketing materials that highlight the following customer benefits to encourage our customers to utilize this agreement to procure their HVAC products and services needs:

- Simple and easy to use process
- Agreement piggy-backs on OMNIA Partners contract and ensures that a competitive procurement level has already been met
- Membership is free to the public sector customers
- Pricing structure is simple and straightforward and already includes all applicable fees (no additional add-ons to pricing)
- Labor pricing structure is based upon local published Johnson Controls labor rates; this approach ensures that labor rates are competitive in the local economy
- Eliminates the additional costs incurred by our public sector customers when they follow the traditional Design/Bid/Build process and costs incurred to prepare and issue bid specifications plus the time required to evaluate and award contracts
- The traditional Design/Bid/Build approach frequently does not meet a customer's need to have HVAC repairs and/or replacements completed by a specific time

Also included in our tool kit will be case studies with endorsements from Johnson Controls customers who have used the OMNIA Partners agreement to purchase from Johnson Controls and were very happy with the process.

With SFDC, we can create a monthly newsletter to our public sector customers to keep the benefits of using the agreement in front of our customers throughout the year. We would target our messaging to



resonate with department managers, procurement personnel and the primary business official for our public sector customers.

Johnson Controls communicates monthly to our Energy Solutions existing and potential customers through our Silver Bullet Marketing campaign. We will include a reference to the OMNIA Partners agreement in monthly communications that align to the products and services covered by this agreement.

Our primary opportunity to connect with customers regarding the benefits of the OMNIA Partners Agreement is through our field sales personnel. Training our sales personnel on this agreement must be a top priority. We will leverage the expertise of the OMNIA Partners team to help guide these efforts to ensure that our teams are comfortable with how to present the OMNIA Partners agreement to their public sector customers.

xi. Describe the financial condition of Offeror.

Johnson Controls International plc has a strong balance sheet with significant financial liquidity. As of September 30, 2019, our parent company has over \$42.3 billion in total reported assets. In addition, we continue to generate strong revenue and profitability. For the fiscal year 2019, our company reported net revenue of nearly \$24 billion and net income of \$5.7 billion. Our parent company has a long-term credit rating of BBB+/Stable/A-2 from Standard & Poor's Rating Service. This financial strength empowers us to fund our project development activities.

Johnson Controls' financial health provides Participating Agencies assurance of our ability to serve our customers. Our capacity to integrate a wide range of services into a cohesive, tailored value proposition for our customers truly differentiates us from our competitors. We have invested millions of dollars to create a robust operational, financial, and technical infrastructure, critical when managing large, widely distributed, and divergent sets of properties that constitute customer portfolios.

We continue to focus on profitable growth in all our businesses, as it allows us more opportunities to leverage our volume, leading to improved quality and efficiencies. This enables us to invest in innovation and improve our services, bringing more success to our customers. Our growth goals are supported by initiatives focusing on new technology, optimizing our resources and continuous improvement of quality, reliability, and delivery.

**Strength in Numbers**

*With us, BIG does not mean impersonal. For Participating Agencies, it means:*

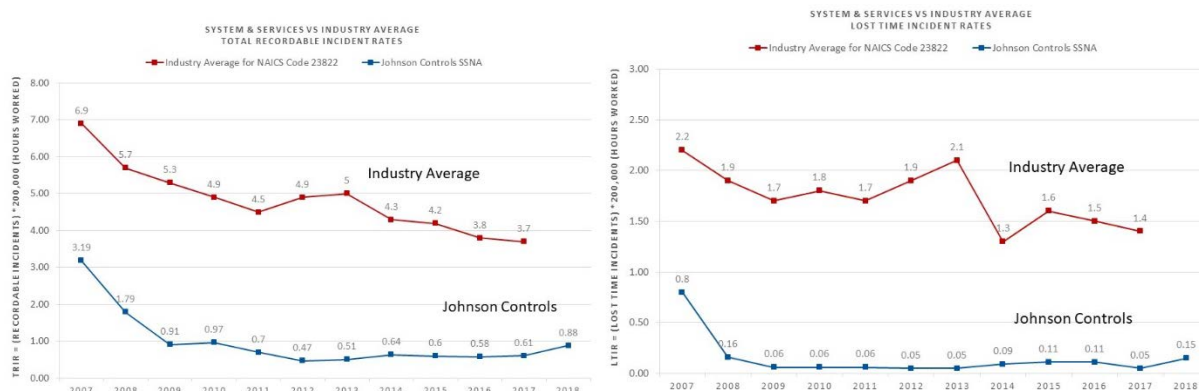
- *Strength and scale.*
- *Purchasing power.*
- *Significant engineering and technical resources.*
- *An investment grade credit rating.*
- *A partner with deep understanding of your environments.*
- *Investments in innovative solutions that positively impact our customers.*

xii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Johnson Controls will not be providing a website for ordering, returns, or reporting. All sales are handled through account representative in our local branches.

### xiii. Describe the Offeror's safety record.

Safety is a high priority for all of our jobs and is reflected in our current EMR of 0.52. Industry average EMR is a 1.0 rating, which means that Johnsons Controls EMR rating is 48% better than the industry average. Johnson Controls holds an unmatched safety record. Our goal is an injury-free workplace. In fact, our current safety record surpasses the published future safety goals of most industrial leaders. From 2007 to 2018, our Total Recordable Incident Rate (TRIR) dropped from 3.19 to 0.88 and our Lost Time Incident Rate (LTIR) fell from 0.80 in 2007 to 0.15 in 2018. Compared to industry average of TRIR of 3.70 and LTIR of 1.40, Johnson Controls is leading the way in safety.



\*\* 2018 data is not currently available for industry average

### xiv. Provide any additional information relevant to this section.

Johnson Controls has been frequently awarded by industry partners for our products, services, and achievements. The following list shows some of our recent relevant awards:

- 2020 - Overall IoT Company of the Year by IoT Breakthrough, an independent organization that recognizes the top companies, technologies, and products in the global Internet of Things (IoT) market today
- 2020 - World's Most Ethical Companies, Ethisphere Magazine (multi-year honoree since 2007)
- 2020 - The YORK® YZ Magnetic Bearing Centrifugal Chiller with R-1233zd(E) refrigerant was named a Top 10 Green Product for 2020 by BuildingGreen magazine.
- 2019 - The Indiana Chapter of the Energy Services Coalition (ESC) recognized Johnson Controls and the City of Evansville with the award for "Outstanding Project of the Year"
- 2019 - YORK® YZ Magnetic Bearing Centrifugal Chiller won the Bronze Edison Award
- 2019 - 100 Best Corporate Citizens, Corporate Responsibility Magazine (multi-year honoree since 2006)
- 2018 - Named to the Fortune Magazine Change the World list for helping the University of Hawai'i Maui College move toward generating 100% renewable energy on-site
- 2018 - Dow Jones Sustainability Index, DJSI North America (multi-year honoree since 2005)
- 2019 - Digie Award for "Most Intelligent Building – Corporate Headquarters" for its groundbreaking work on Bee'ah's new headquarters in the UAE
- 2017 - Impact Award for multiple Corporation of the Year Achievements by the National Minority Supplier Development Council
- 2016 - Governor's New Product Award for its distributed energy storage offerings, which are sponsored by the Wisconsin Society of Professional Engineers (WSPE)

## 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Johnson Controls, a publicly held corporation, was founded in 1885 and trades on the New York Stock Exchange under ticker symbol JCI.

Johnson Controls, a 132+ year Global Fortune 500 Company, is a global leader in delivering integrated building control systems, mechanical equipment, fire alarm and life safety products, physical security systems, and both mechanical and technical services. We also provide solutions designed to improve the comfort, safety, and energy efficiency of non-residential buildings and residential properties.

Johnson Controls operated under two former names: Johnson Electric Service Company July 31, 1900 to July 10, 1902, Johnson Service Company July 10, 1902 to November 11, 1974. Our company merged with Tyco International in 2016 as Johnson Controls International, PLC.

Building Technologies & Solutions sells its integrated control systems, security systems, fire-detection systems, equipment and services primarily through the Company's extensive global network of sales and service offices, with operations in approximately 60 countries.

Significant sales are also generated through global third-party channels, such as distributors of air-conditioning, security, fire-detection and commercial HVAC systems.

Trusted Buildings brands, such as YORK®, Hitachi Air Conditioning, Metasys®, Ansul, Ruskin®, Titus®, Frick®, PENN®, Sabroe®, Tyco®, Simplex® and Grinnell® give the Company the most diverse portfolio in the building technology industry.

Johnson Controls Systems and Services North America (SSNA) has cooperative purchasing contracts with National Cooperative Purchasing Alliance (NCPA), The Interlocal Purchasing System (TIPS), Sourcewell, and Region 19. For all cooperative contracts held by Johnson Controls Systems and Solutions North America, we average under \$10 million per year in sales volume.



*Our Building Efficiency headquarters is located in Milwaukee, Wisconsin.*

**Years of Operation:**  
132

**Company Structure:**  
C Corp

**Ownership:**  
Publically held

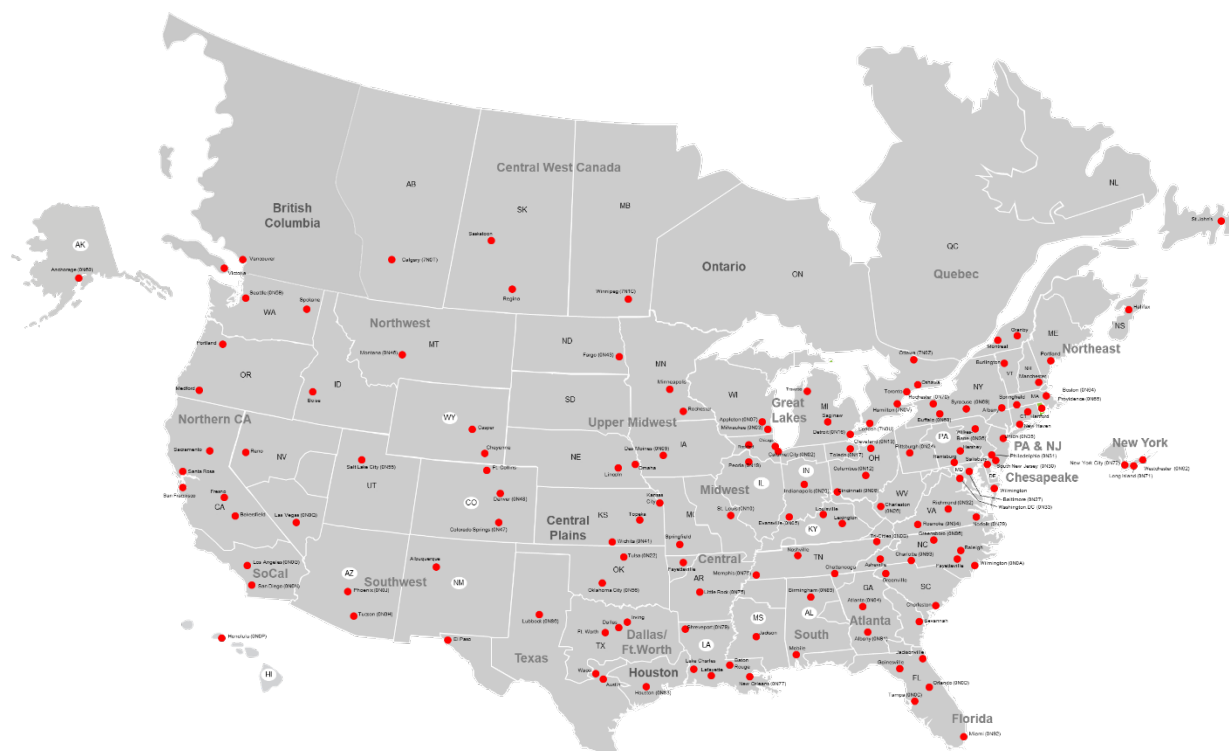
**North American Industry Classification Code:**  
332911, 336512, 238210, 238220

B. Total number and location of sales persons employed by Supplier.

Johnson Controls has approximately 3600 sales professionals working through over 140 local branch offices.

C. Number and location of support centers (if applicable) and location of corporate office.

Johnson Controls has over 140 branch offices located throughout North America. We have branches in every state and major city and provide complete nationwide coverage. Our main corporate office is located at: 5757 North Green Bay Avenue, Milwaukee, WI 53209



D. Annual sales for the three previous fiscal years.

- a. Submit FEIN and Dunn & Bradstreet report.

Annual sales from the last three years:

- 2017: \$22.8B
- 2018: \$23.4B
- 2019: \$23.9B

FEIN: 39-0380010

See “**ATTACHMENT 1 – Dun and Bradstreet Report**” on the provided flash drive for our current Dun & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

Sustainability is a cornerstone of our business. All over the world, our products and services empower customers and communities to consume less energy and conserve resources. We don't just talk about sustainability at Johnson Controls. We do what we say we will do — year after year.

Our worldwide corporate headquarters in Glendale, WI, contains four LEED Platinum buildings, which provide a showcase for our energy-efficient and sustainable building products and services we provide to customers around the world.

Our new Asia Pacific headquarters demonstrates our continued sustainability commitment. It was China's first "triple certified" green building — with LEED® Platinum, China Three-Star and IFC-World Bank EDGE certifications — and is the winner of the 2017 Shanghai Enterprise Sustainability Impact Award.

We have two decades of proven sustainability success and are honored to be included in more than 40 prestigious [sustainability indexes](#), including CDP's Climate Change Leadership List, Dow Jones Sustainability Index, and the 100 Best Corporate Citizens list since 2006.

Our 2019 Corporate Sustainability report is available at our website:

<http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies>

Johnson Controls has made voluntary corporate commitments to environmental efforts, including:

- Copenhagen Communiqué.
- Global Alliance for Energy Productivity.
- Business Commitment to Paris Agreement.
- Alignment with UN Sustainable Development Goals.
- The Climate Group: EP100.
- Responsible Corporate Engagement in Climate Policy.
- UN Global Compact.

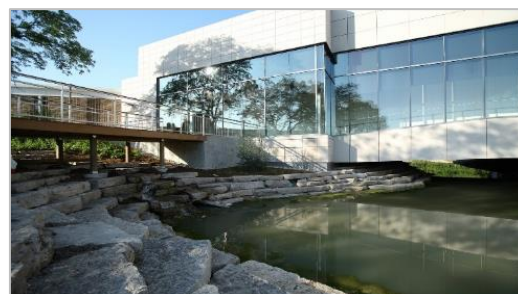
### Green Initiatives



As the world's largest recycler of vehicle batteries, we launched the Responsible Battery Coalition in 2017 to promote improved lifecycle management of batteries. We recycle about 8,000 batteries every hour. The Coalition was created to advance the responsible production, transport, sale, use, reuse, recycling, and resource recovery of batteries and other energy storage devices.



Johnson Controls headquarters in Glendale, Wisconsin



APAC Global headquarters in Shanghai, China



We are a co-convenor of the Sustainable Energy for All initiative participating in the Building Efficiency, District Energy, Industry Efficiency Accelerators, and Cooling for All initiatives. These initiatives leverage global expertise to accelerate local government implementation of building efficiency policies and programs, addressing challenges of access to cooling and technology development, and further energy efficiency in the industrial sector.



We helped start the Global Battery Alliance with the World Economic Forum to address the challenges of pollution, recycling, and sustainable development in the global battery market.

We are proud of our sustainability leadership. As an early-reporter in sustainability, we continue our commitment to measurement and transparency to improve our sustainability efforts. We have reported sustainability data since 2002 and follow the Comprehensive Global Reporting Initiative Standards.

From 2002 through 2017, Johnson Controls has reduced our greenhouse gas intensity by 47 percent and increased our energy productivity by 90 percent, saving more than \$100 million in annual energy costs. In 2017, the U.S. Department of Energy (DOE) Better Plants Program recognized Johnson Controls with the Goal Achievement Award in the Better Buildings, Better Plants Challenge, for exceeding our goal of 25 percent energy savings over the course of seven years. In addition to reducing our internal emissions footprint, we have helped our customers reduce climate impacts through our products and services, including saving more than 26 million metric tons of CO<sub>2</sub>e through Energy Saving Performance Contracts (ESPC) since 2000.

We always strive to do more, which is why in 2017, the Global Sustainability Council worked with executive leadership to adopt a new 2025 Global Sustainability Strategy. Through our Global Sustainability Council, we engage leaders across the enterprise to drive sustainability performance for our operations, our supply chain and our customers. Johnson Controls' new Global Sustainability Strategy sets ambitious sustainability goals for our products and services, with our people and partners, in our performance and governance. It includes new 2025 goals related to greenhouse gas emissions, energy, water, waste, safety and diversity from a 2017 baseline.

In 2018, Johnson Controls committed to adopt a science-based emissions reduction target. This expands on our existing corporate commitments of doubling energy productivity, reducing short-lived climate pollutant emissions and practicing responsible engagement in climate policy.

### **Mercury Thermostat Recycling**

Johnson Controls has joined the Thermostat Recycling Corporation (TRC), a nonprofit stewardship organization that facilitates and manages the collection and recycling of mercury containing thermostats across the U.S. Since TRC's inception in 1998, over 2.4 million mercury-containing thermostats have been collected, which has kept 11 tons of mercury out of the waste stream.

As a leader in environmental and sustainability, Johnson Controls has been making efforts to increase the collection of mercury containing thermostats at all its branches. Our policy instructs all Service Technicians and Branch Office staff to collect all mercury containing thermostats removed from customer sites and ensure they are recycled through TRC.

### **Reduce, Reuse, Recycle**

We encourage employees at offices across the world to reduce first, then reuse materials to reduce waste, then recycle, and to use recycled paper and other reused and recycled products whenever



possible. As a result of our efforts, in fiscal 2017, 26 of our facilities have achieved a 98 percent or higher diversion rate — 17 achieved Zero Landfill Status. Overall, Johnson Controls has an 80 percent companywide diversion rate for non-hazardous waste.

### Recycling Mobile Phones

Johnson Controls has implemented a Mobile Phone Recycling Program supported by Brightstar. This program ensures that all company-issued devices are properly recycled.

The benefits of recycling mobile phones include:

- Increased data security and loss prevention by ensuring the devices are wiped.
- Reduced environmental impact by ensuring the devices are recycled correctly.
- Compliance with hazardous material disposal laws.

### Recycling Used Oil

Many facilities generate used oil while servicing equipment such as chillers, air compressors, and other mechanical equipment. Most states in the U.S. allow used oil to be managed as a non-hazardous waste if it is recycled. As a corporate policy, we recycle all used oil. If managed as a nonhazardous waste, used oil can be brought back to our branch offices for later pickup by a recycler.

### Green Solutions

We are a sustainability company. Our commitment extends beyond the walls of our company, to the knowledge and expertise we can bring to our clients. To date, we have been involved in more than 500 renewable energy projects including biomass, solar, and geothermal technologies. Our solutions have reduced carbon dioxide emissions by 17.4 million metric tons and generated savings of \$7.5 billion since 2000. Our renewable technologies customers include K-12 school districts, higher education customers, local governments, state government departments, and federal government agencies.



For example, in 2015, we helped Stanford University cut its water use by 15 percent and save \$420 million in operational costs thanks to a new central energy facility (CEF) developed with help from Johnson Controls. The new plant helps Stanford make substantial progress to meet California's statewide goal to reduce water use by 25 percent. Over the past decade, Johnson Controls product innovations and solutions have reduced refrigerant charge in HVAC equipment by nearly 30 percent, while improving efficiency by more than 40 percent. These improvements have a major impact on reducing the greenhouse gas emissions over the lifecycle of our

products. Our recently released YORK® YZ magnetic-bearing centrifugal chiller is the most efficient chiller in the world and uses a next generation low-GWP (global warming potential) refrigerant, delivering not only environmental responsibility, but superior performance and lower cost of ownership.

We have completed over 52 million square feet of certified green building space for our customers around the world. In China alone, we have helped our customers achieve LEED for 51 locations covering 25 million square feet and China's Star Green building certification for eight locations covering 5 million

square feet. Our YORK® High-Efficiency heating and cooling systems dynamically adjust capacity and airflow, instead of simply turning on or off, air circulates more precisely and quietly, reducing energy costs as much as 50 percent. YORK® Affinity™ Variable Capacity Residential Systems are Wi-Fi enabled, empowering users to monitor their home comfort system via the internet. Charge Assurance™ monitoring streamlines installation and simplifies service.



We also help customers achieve energy savings through the implementation of Energy Performance Contracting. Through these projects we deploy equipment upgrades and management services to deliver guaranteed energy savings and achieve GHG reductions. Since January 2000 these projects have resulted in a reduction of more than 26.2 million metric tons CO<sub>2</sub>e.

Our Distributed Energy Storage (DES) systems are a core business for Johnson Controls. We have 100+ years of experience delivering batteries that meet our customers' evolving needs. The Stationary Energy Storage team helps customers realize savings through energy storage and peak shaving. They engineer,



develop, manufacture, and sell stationary energy storage solutions that use smart technology to reduce energy costs by decreasing electric demand charges.

Johnson Controls provides the most efficient and reliable energy storage system for enabling grid optimization and renewable energy integration. The strength of our offering comes from the combination of our world-class battery technology, in-depth buildings expertise and intelligent controls to deliver holistic energy storage solutions.

Most recently Johnson Controls was named to Fortune Magazine's 2018 "Change the World" list alongside Microsoft. We were recognized for collaborating with the University of Hawai'i (UH) Maui College on its project moving toward generating 100 percent renewable energy on site.

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.

Our commitment to incorporate diverse-owned businesses into our product and service offerings is rooted in our mission to exceed customers' increasing expectations. Johnson Controls operates under a strategic business imperative to include commercial and purchasing processes, robust outreach and training, goal setting and tracking, and internal and external reporting that keeps diversity business development front of mind. As such, we review and communicate goal attainment and progress throughout the organization on a monthly basis. We understand that diversity business development is a team effort and requires the support of each Johnson Controls office, facility, and account.

"The business strategy of Johnson Controls is to promote supplier diversity in our own supply base, and to complement our customers' supplier diversity initiatives on our projects. Johnson Controls has many processes in place to work with diverse supplier candidates."

**Reginald K. Layton,**  
VP Supplier Diversity & Sustainability  
Johnson Controls International plc



Participating Agencies may use diverse partners through the Master Agreement simply by indicating to the account manager, either verbally or in writing, of the desire for diverse-owned business participation.

While there are no pricing changes when using the diversity program, we receive competitive bids from multiple diverse-owned businesses, which ensures you receive a competitive price for the services or equipment.

### **Execution/Accountability**

We have a diversity business initiative that is directed by senior management and is integrated into our corporate strategy. A diverse business is defined as a company that is at least 51% owned, managed, and controlled by one or more minority persons, or non-minority women, or a small business that conforms to guidelines established by the United States Small Business Administration, or a historically underutilized business based on local country definitions.

### **Spending with Diverse Suppliers**

We are a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 400 diverse and historically underutilized companies into more than 30 product and service categories to support our customer solutions.

### **Program Implementation**

Our program is successful because the company has built an infrastructure of accountability, training, processes, systems, and people to make supplier diversity a competitive advantage for the firm. All of the operational, commercial, and advanced diversity business activities are tied together with standardized processes used companywide:

- Supplier diversity training for internal departments and prime contractors
- Talk back orientation sessions
- Electronic capability matching and tracking
- Diverse business mentoring modules
- Decision-maker recognition programs
- Equity joint ventures and strategic alliances
- Performance tracking and forecasting
- Diverse business involvement program for prime suppliers

**Supplier Diversity Training for Internal Departments and Prime Contractors** — We offer a course, Increasing Diverse Supplier Participation, for every employee who is delegated the responsibility to directly or indirectly commit the expenditure of corporate funds for the purchase of goods and services.

**Talk Back Orientation Sessions** — We hold orientation sessions in key cities throughout the United States and via video stream. At these meetings with potential diverse suppliers, the company's supplier diversity team and procurement personnel explain the pre-qualification process and review active purchasing plans.

**Electronic Capability Matching and Tracking** — We use an automated process to present diverse supplier capability to internal decision makers for consideration on current and future projects. Potential suppliers with products and services complete a supplier profile. These profiles are transmitted electronically to decision makers for consideration on current and future projects. Once selected and active in the supplier base, this system produces reports on diverse purchasing performance for internal management and customers.

**Diverse Business Mentoring Modules** — We use the concept of buying cohorts to mentor diverse suppliers, other corporations, and regional councils. We form groups of 16 corporations and 20 diverse suppliers called *business modules* to provide focused procurement opportunities and corporate training on ways to strengthen supplier diversity processes.

**Decision Maker Recognition Programs** — Buyers compete for our coveted Chairman’s Award and Merit Award. Candidates increase their chances of winning by structuring deals with diverse firms that offer continuous improvement in our products or services to our customers, productivity in our facilities, and time compression. Field personnel also compete in our diversity business awards program for their support of our supplier diversity strategy.

**Equity Joint Ventures and Strategic Alliances** — Under certain circumstances, we will structure equity joint ventures and strategic alliances with diverse-owned firms. Typically these arrangements are formed to jointly pursue new business or to solve an internal technical challenge.

**Performance Tracking and Forecasting** — Our diversity business development initiative is successful and outstanding because we believe in continuous improvement. We improve its accountability processes by adding monthly supplier diversity top project reviews with our chief procurement officer. These review meetings monitor divisional diversity purchasing performance along with upcoming customer projects that require diversity business involvement. Projects are categorized by likelihood of consummation. The list of high-potential projects, the names of the project champions and their division, project dollar values and expected realize dates are presented to the senior team.

We have two levels of accountability for diversity purchasing performance:

- Quarterly purchase plan reviews with buying teams in each division.
- Monthly diversity project reviews with divisional procurement vice presidents and our CPO to develop actions for the project pipeline going forward.

These enhanced accountability processes ensure diverse business involvement early on during the definition stages of our projects. These processes also organize the global sourcing efforts so we minimize the difficulty diverse suppliers can experience while trying to sell to a large organization. At any point in time, the supplier diversity team knows what projects are active and open for diverse supplier involvement.

**Diverse Business Involvement Program for Prime Suppliers** — We require our prime suppliers to launch supplier diversity initiatives, rather than simply buy products and services from diverse suppliers. Each prime supplier that reports second-tier spend is measured on the following criteria:

- Completion of second tier annual plan.
- Designation of a supplier diversity coordinator.
- Becoming a regional member of the National Minority Supplier Development Council (NMSDC) or the Women’s Business Enterprise National Council (WBENC).
- Attending an NMSDC/WBENC procurement trade show or networking event.
- Completion of our supplier diversity basic training course.

### **Corporate Outreach Program**

The following information highlights our recent activities and achievements in support of diverse-owned firms:

- Integrating supplier diversity and business development as a key component of our strategic business plan. Purchases from diverse companies are targeted to grow each year.

- Convening trade shows and other events to encourage companies to purchase goods and services from diverse firms.
- Including diverse suppliers in acquisitions/divestitures, lead supplier arrangements, joint ventures and strategic alliances.
- Implementing standardized internal processes throughout the company for recruiting, training and using diverse suppliers nationwide.
- Expanding the successful business module program for customers and key suppliers throughout the United States.
- Adopting cloud-based systems to provide business opportunities for diverse suppliers, measure performance, and promote diversity-oriented business solutions to customers.
- Strengthening mandates for existing suppliers that require them to offer solutions supporting supplier diversity, as a condition of doing business with our company.
- Establishing capacity-building groups around the country to provide focused procurement opportunities and corporate training.

## Recognition

These processes, tools, and other efforts have earned us widespread recognition, including the following awards and honors:

### Corporation of the Year Supplier Diversity

- Impact Award for multiple Corporation of the Year Achievements by the National Minority Supplier Development Council – 2017
- Michigan Minority Supplier Development Council – 2015, 2014, 2011, 2012 and 2011
- Michigan Minority Business Development Council – 2010, 2007, 2006, 2005, 2004, 2003, 2001, 2000, 1999, 1997, and 1996
- Chicago Minority Supplier Development Council – 2014
- Tristate Minority Supplier Development Council – 2014
- Maryland/DC Minority Supplier Development Council – 2012
- South Region Minority Supplier Development Council (Alabama) – 2011
- Tennessee Minority Supplier Development Council – 2008, 2007, 2005, 2004, and 2002
- National Minority Supplier Development Council – 2008 and 2003
- Central and South Texas Minority Business Council – 2006
- Michigan Hispanic Chamber of Commerce Corporation of the Year – 2006 and 2005
- Greater Atlanta Economic Alliance – 2003

### Other Supplier Diversity Awards

- Gold Award for Top Supplier Diversity Performance from General Motors Corporation – 2017
- Global Link Award for International Supplier Diversity by the National Minority Supplier Development Council – 2016, 2014
- National Minority Supplier Development Council Corporate Innovation Award for Supplier Diversity – 2015
- Toyota Superior Award for Supplier Diversity – 2014
- Superior Award for Supplier Diversity Initiatives from Toyota North America – 2012, 2011, 2009, 2008, 2007, 2006, 2005 and 2004
- Chrysler Supplier of the Year Award for Supplier Diversity – 2012
- Ford World Excellence Award – 2011
- Two Way Street Award from Detroit's Booker T. Washington Business Association – 2006

- Chrysler Corporation Role Model Award for Diverse Supplier Procurement Initiatives – 2005, 1997 and 1995
- DiversityBusiness.com has named Johnson Controls to its Top 50 Organizations for Multicultural Business Opportunities
- Wisconsin Supplier Development Council Supplier Diversity Excellence Award – 2004
- General Motors Corporation Diversity Champion Award – 2003 and 2001
- Ford Motor Company World Excellence Award for Diverse Supplier Business Development – 1999
- Nelson Mandela International Award for Enhancing Diversity Practice –1999 (as part of the British Diversity Awards program in London)

#### Individual Awards

- Reginald Layton, vice president of supplier diversity and supply chain sustainability, named 2013 Minority Supplier Development Leader of the Year by the National Minority Supplier Development Council
- Reginald Layton, executive director supplier diversity and business development named a recipient of the 2012 Presidents Award from the Michigan Minority Supplier Development Council and a recipient of a 2012 Award of Excellence from the Wisconsin, Central Illinois and Iowa Minority Supplier Development Council
- Reginald Layton, executive director of diversity business development, named 2008 Minority Supplier Development Leader of the Year by the National Minority Supplier Development Council

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

Johnson Controls does not hold any of the following certifications.

- a. Minority Women Business Enterprise
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
- c. Historically Underutilized Business (HUB)
- d. Historically Underutilized Business Zone Enterprise (HUBZone)
- e. Other recognized diversity certificate holder

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.

Subcontractors will be selected based on the scope of work.

Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. When selecting subcontractors, we will seek input and approval from our customer and seek to maximize participation of diverse suppliers and contractors.

We often work with subcontractors who currently provide services to your facilities and who often live in your community. Your preferred contractors bring a wealth of knowledge that will expedite installation because they are familiar with your operations. We also engage subcontractors for specialized areas, such as plumbing and structural work, because it is more cost effective for our customers. We will clear all subcontractors with our customer prior to awarding subcontracts.

Because we have a diverse supplier program to encourage the use of diverse suppliers, we make every effort to include diverse suppliers in our projects.

#### I. Describe how supplier differentiates itself from its competitors.

By selecting Johnson Controls, Participating Agencies will engage an industry leader that has over 4,500 front-line service providers supporting over 18,000 current maintenance contracts nationwide from over 140 branch locations.

Additionally, we are the national leader in Energy Saving Performance Contracting (ESPC) with a greater market share and more experience than any of our competitors.

This experience ensures that Participating Agencies can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully performed similar projects for other K-12, higher-education, state, and local government bodies.

We offer our customers the reliability and financial stability of a Fortune Global 500 company with over 12,000 employees. Our sales for fiscal year 2019 totaled \$23.9 billion. Our financial muscle is balanced by a strong code of ethics. For eleven years, Johnson Controls was named one of the “World’s Most Ethical Companies” by the Ethisphere Institute.



*We serve our customers as the leading provider of performance contracting, equipment, controls, and services for HVAC and refrigeration systems.*

Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Participating Agencies with best value through a coordinated set of impactful Energy Conservation Measures (ECMs), infrastructure upgrades, equipment maintenance and service, IGAs, or any combination of service that they require.

#### **We Are Where You Are**

Although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.

Our extensive branch network is 100% company owned and operated, which enables us to share resources, expertise, innovations, and our corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.

By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.

#### **Flexibility and Consistency**

Participating Agencies can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.

With the large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensures faster upgrades of facilities so our customers will realize savings sooner.

## Safety

At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.

Compared to the industry averages for Total Recordable Injury Rate (TRIR) and Lost Time Injury Rate (LTIR), Johnson Controls is leading the way in safety. In fact, our current safety record surpasses the published future safety goals of most industrial leaders.

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

## Litigation

Johnson Controls, Inc. is involved in litigation or disputes concerning various aspects of the operation of Johnson Controls, Inc. Johnson Controls, Inc. has been, may currently be and may in the future become subject to legal proceedings and commercial disputes. These are typically claims that arise in the normal course of business including, without limitation, commercial or contractual disputes with our suppliers, intellectual property matters, third-party liability and employment claims. Given the size and breadth of Johnson Controls, Inc.'s operations, it would be difficult (if not impossible) to provide a definitive and comprehensive list of litigation relating to Johnson Controls, Inc. However, the Form 10-K annual report of its parent company, Johnson Controls International plc, identifies all litigation that may be material to the financial condition of the Company. The Form 10-K annual report can be obtained through the Company's website:

<https://investors.johnsoncontrols.com/financial-information/johnson-sec-filings>

## Bankruptcy

Johnson Controls has never sought bankruptcy protection.

## Reorganization

As a company with a 135-year history, we have undergone numerous changes. Most recently, our parent company, Johnson Controls International plc (NYSE: JCI), was formed in 2016 through a merger between Tyco International Ltd. and one of Johnson Controls' subsidiaries. Johnson Controls, Inc. became a subsidiary and the North American operating company of Johnson Controls International plc through a merger that closed on September 2, 2016.

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

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



L. Describe any debarment or suspension actions taken against supplier

Dade County, Florida, initiated a debarment proceeding against Johnson Controls, Inc. in 2010 in connection with an accident at the Miami-Dade International Airport. After a formal hearing on the matter, a panel of appointees serving on the debarment panel/committee issued a ruling in favor of Johnson Controls, Inc. dismissing the debarment action.

## 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.



Johnson Controls provides the widest spectrum of innovative products, expert installation and services, and systems integration to help improve operational and energy outcomes for clients worldwide. Charlottetown will benefit from the wide range of energy conservation solutions our organization provides. Our service offerings maximize the return on investment and function as one integrated solution rather than a series of disjointed services. Many of these services pay for themselves through the guaranteed project savings.

## HVAC EQUIPMENT

Draw on the most comprehensive HVAC portfolio for buildings of all types, ages, and sizes to enhance sustainability, energy use, and the indoor environment.

- Chillers: air & water-cooled; connected
- Condensers and condensing units
- Dedicated outdoor air systems (DOAS)
- Duct-free mini-split systems
- Indoor packaged equipment
- Rooftop units
- Variable refrigerant flow (VRF) systems

## ENERGY STORAGE

Rely on our innovative distributed energy storage products to better manage energy use, cut costs and ensure electrical back-up for a building, campus or enterprise.

We provide in-building and modular distributed energy storage systems.

## CONTROLS

Equip facilities with intelligent HVAC controls to keep occupants comfortable, run equipment efficiently and optimize operating budgets.

- Actuators
- Control panels and sensors
- Current sensors and transducers
- Thermostats
- Valves
- Variable speed drives

## LIGHTING CONTROLS & RETROFIT

Save energy, minimize costs and meet organizational goals with a range of services, from business remodels, to new construction lighting design, to municipal street lights.

- Lighting retrofits
- Street and roadway lighting
- Turn-key lighting upgrades

## SECURITY

Help protect and enhance working and living environments today and tomorrow with integrated, customer-specific solutions from the world's leading security company.

- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
- Managed services

## FIRE, LIFE-SAFETY & HAZARD PROTECTION

Help keep people and assets safe with comprehensive solutions, design, installation, service and monitoring from a world leading fire and life-safety systems provider.

- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions

## BUILDING AUTOMATION SYSTEMS

Connect commercial HVAC, lighting, security and protection systems on one platform. Vital data and insights improve efficiency, productivity, and occupants' comfort and safety.

## BUILDING SERVICES & PARTS

Tap into resources of the industry's largest service network for HVAC, security and life-safety system installation and product support. More than 12,000 technicians working out of nearly 500 local offices can provide 24x7x365 proactive monitoring, remote and on-site service and repair, and replacement parts.

- Aftermarket parts
- Building remote monitoring
- Building system and HVAC repair
- Planned and preventive maintenance
- Predictive and diagnostic services
- Security and life-safety system repair



## BUILDING WIDE SYSTEMS INTEGRATION

Construct a smarter building by converging building, business/IT and specialty systems on an intelligent infrastructure.

Let us streamline the process to measurably improve initial and lifecycle costs, enhance function, ensure connectivity, and create an innovative, optimized, sustainable environment.

## OPTIMIZATION & RETROFIT SERVICES

Make the most of existing building and financial assets through cost-effective upgrades, central plant strategies, and financing solutions.

- Central chiller plant optimization
- Clean energy assessments
- Energy performance contracts
- Energy retrofits
- Equipment financing
- Healthcare environment optimization
- Public/private partnerships
- Technology refresh services
- Turnkey upgrades and retrofits

## AIR SYSTEMS

Use efficient air flow building-wide to create healthy, comfortable and visually appealing environments that increase work productivity and occupant satisfaction.

- Air handling units
- Air measuring
- Chilled beams
- Dampers
- EcoAdvance™ HVAC load reduction (HLR) module
- Energy recovery ventilators
- Fans and blowers
- Filtration
- Heating coils and cooling coils
- Louvers
- Under floor air distribution
- Unit ventilators
- Variable air volume (VAV) terminals
- Variable speed drives

## OPERATIONAL INTELLIGENCE & ASSET PROTECTION

Helps minimize costs, maximize operational performance and enhance return on investment in security programs with business intelligence solutions, such as video-based analytics, Real-time location systems (RTLS), and Information management systems.

## Distributed Energy Storage Capabilities

Participating Agencies can generate additional utility cost savings and expand your sustainability efforts through our innovative energy storage system. Combining the expertise Johnson Controls brings in batteries and buildings, our distributed energy storage systems are driven by intelligent and adaptive controls and are easily integrated with existing building automation systems to provide a holistic approach to efficient energy management.

The system will reduce the kW demand, especially during on-peak time periods when the peak demand for the month typically occurs. It will also optimize your solar PV arrays by mitigating spikes in instantaneous demand (kW) caused by brief decreases in solar output (from passing clouds, etc.).

Our systems offer:

- **Building Integration** – Our approach to energy storage is to integrate batteries (for battery storage) with the buildings to optimize whole-building performance. By integrating into building automation systems and leveraging these assets, our energy storage systems enhance the return on investment and provide the greatest economic value.
- **System Sizing Flexibility** – Scalable design of our systems means you do not pay for storage you don't need. Both in-building and containerized (shown below) energy storage systems can be configured to ensure the right amount of storage is deployed for Denver.
- **Utility Compatibility** – Integration with utility systems is required to monetize an energy storage system for certain applications, including demand response. Johnson Controls energy storage solutions will integrate with the Xcel Energy systems via standard utility protocols.
- **Remote System Monitoring** – We extend our remote monitoring and onsite service capabilities to our energy storage systems, providing local and remote real-time monitoring, diagnostics, and control of the storage system via cellular networks, wireless Internet monitoring, for 1G Ethernet interface.



*The L2000 system offers state-of-the-art distributed energy storage to suit large client needs and solar PV integration.*

*The fully scalable system provides hours of high-energy output within a proven modular design, drawing on our world-class battery expertise, facilities knowledge and intelligent controls to handle multiple, concurrent applications.*

Maintaining reliable power is also critical in times of crisis to help ensure first responders and emergency services can operate effectively. Having back up power from a distributed energy storage system ensures that municipal facilities can be readily used as emergency shelters and command response centers.

## Smart City Programs

Johnson Controls has developed a smarter way to implement smart city programs using a proven, repeatable technology implementation process based on our expertise from more than a decade of integrating building, business/IT, and specialty systems.

It often begins with a connected streetlight system for better visual acuity while significantly reducing energy and operational costs.

A Johnson Controls lighting system offers an intelligent, adaptable, and future ready solution that can then be connected to other systems highlighted on the right that provide a wealth of new municipal services needed for a world class capital city.



**Traffic Analysis**



**Security Cameras**



**Proximity Sensors**



**Pedestrian Counters**



**Digital Signage & Speakers**



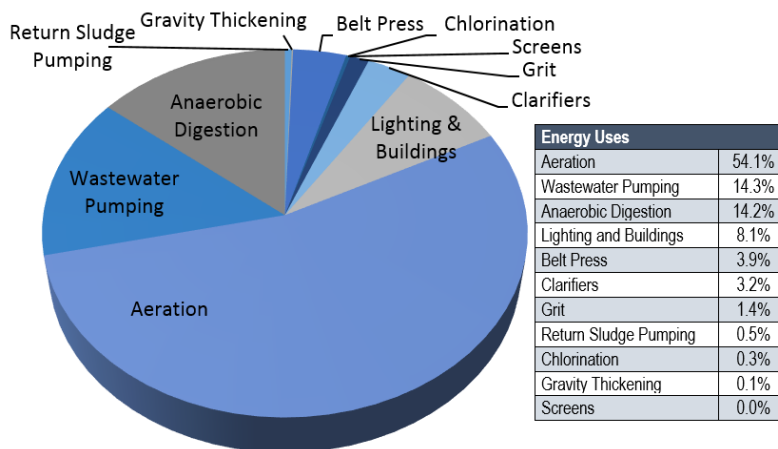
**Gunshot Detection**

## Wastewater Treatment Plant Expertise

Because water and wastewater utilities often account for **30% to 40% of a municipality's electricity use**, improving their efficiency will have a profound impact on your financial picture. We have worked with numerous cities across North America to implement equipment and process upgrades that reduce energy and chemical consumption, reduce qualified operational costs, and assist in the successful operation of treatment plants, lift stations, and related facilities.

Our key areas of focus include:

- Anaerobic digestion (biogas-to-energy, CHP)
- Aeration systems improvements (blowers, diffusers and controls)
- Sludge dewatering and disposal including incineration efficiency
- Nutrient removal
- Wastewater pump and motor efficiency
- SCADA upgrades
- Lighting, mechanical and building controls



Our unique **Municipal Utility Solutions** engineering team brings an average of 20 years of experience developing specialized performance contracts for water utilities. This team has implemented more than \$100 million worth of improvements at over 44 wastewater and water treatment plants.

Our Municipal Utility Solutions team can help municipal Participating Agencies run more efficient wastewater treatment plants by comprehensively examining all aspects of energy use and operations. Our projects are designed to help address the funding challenges of handling larger capacities and upgrading infrastructure while also keeping rates in check and meeting ever more stringent regulatory requirements. Our expertly engineered solutions provide guaranteed savings that allow you to significantly reduce costs and energy use, while also getting closer to net zero.

## Johnson Controls Enterprise Management

A planned controls upgrade provides the opportunity for a new, cost-effective energy management technology that can intelligently identify opportunities to reduce energy consumption, extend equipment life through early identification of problems, and display building system information and energy-saving efforts to key stakeholders. The new Johnson Controls Enterprise Management (JEM) is a single-solution platform that empowers you to manage building comfort, reduce operating costs, and improve energy efficiency.



JEM has an open, comprehensive, analytical platform, with cloud-based versatility, that proactively analyzes building data across an enterprise. It identifies issues, faults, opportunities for improved performance, operational savings, reduced energy consumption, and lower energy costs. JEM automatically collects, analyzes, and displays information for all configured physical meters and virtual meters located in a facility's operation. Energy demand and consumption is aggregated and displayed using intuitive, customizable dashboards. Powerful analytics root out energy and equipment related problems. These analytics run in the background and identify energy and equipment anomalies. JEM provides actionable information through the Fault Detection and Diagnostic feature, which provides an easy way for building operators to take corrective action through fault detection and diagnostic-driven work orders.

Asset Maintenance software provides dashboards to display information and status on work orders. Customers can use the information to generate and track work orders and maintenance actions, check service report feedback and status, and measure performance of maintenance teams via key performance indicators at the system level — all from a single platform.

JEM works with the Metasys® Building Automation System (BAS) and third-party BAS that support BACnet® IP communications to provide a holistic view and insights at every space with respect to equipment operation starting from the portfolio on down to the sub-spaces within the building. JEM gives customers the ability to get more out of their building investments. Because JEM uses cloud-based licenses with a variety of subscription options, it is able to meet any organization's needs and budget. Whether you manage one building or an enterprise, JEM is scalable and able to connect multiple data sources across several geo-locations to a single platform, providing you with meaningful information.

## AMI/AMR Metering Systems

If a municipal Participating Agency is interested in implementing an AMI/AMR metering project, our Municipal Utility Solutions team can assist. They bring an average of 15 years of experience dedicated to metering projects designed and executed through performance contracting.

They have worked with every major meter and AMI system manufacturer and will provide a truly independent perspective. We are not tied to any particular meter or AMI system, and bring a unique educational approach focused on working collaboratively with you through a series of interactive workshops to help identify the best solution for you.

In all, we have implemented 110 projects involving more than 1 million meters and totaling \$515 million in upgrades, including 33 AMI projects that total more than \$270 million. We also have the expertise to ensure that the new system interfaces seamlessly with your billing and financial systems, so you won't have to worry about lost revenue due to missing data. No other ESCO will bring this same high level of national expertise.

## Streelighting

Johnson Controls is unique in that we have an in-house lighting division with the knowledge and experience to make this project very straightforward.

We have delivered several nationally prominent projects, such as State of Hawaii DOT lighting retrofit involving 20,000 LED fixtures along 1,500 miles of highways, and a major city-wide effort for the City of El Paso involving 18,800 connected LED street light retrofits.

In Miami Beach, we are delivering a street lighting project by leading stakeholder meetings, preparing a lighting inventory and design standards, retrofitting street lights, and developing a complete smart city roadmap with revenue generation recommendations for the City. Our experience is why the State of Illinois recently selected Johnson Controls as the #1 primary vendor for turnkey smart municipal street lighting services and projects statewide.

## Connected Lighting

Johnson Controls specializes in providing intelligent lighting solutions that meet and exceed our customers' expectations. We understand that energy efficient lighting is not just about replacing light bulbs, but truly creating a *human-centric lighting experience*.

Extensive LED lighting retrofits and lighting controls upgrades will generate significant savings and reduce maintenance costs while also increasing light level quality, flexibility, and efficiency. Better outdoor lighting will support greater safety in your outside spaces and parking areas.

### Energy Savings

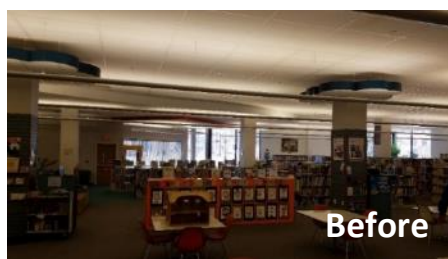
If controls are added while switching from fluorescent to LED, the project can realize additional energy savings.

### Waste Heat Reduction

LEDs emit a small amount of heat as compared to incandescent lamps and CFLs that, in contrast, release 90% and 80% of their energy as heat.

### Maintenance Savings

Most LEDs are designed to last 10 years or longer. This helps to reduce maintenance and improve total cost of ownership.





## Human Centric Lighting (HCL)

HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:

- Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
- High light levels and high CCTs at midday (up to 10,000 K)
- Low light levels and low CCTs during evening
- Extremely low light levels and a medium CCT under moonlight

HCL seeks to enhance human performance, comfort, health, and well-being by balancing visual, emotional and biological benefits of lighting for humans. Light affects our vision, body, and emotions

## “Smart” Building-Wide Lighting Control

By implementing networked controls, the City will be able to implement lighting asset management and analytics features. In addition to making spaces easier to reconfigure, networked lighting also enables greater savings, automatic color tuning, and personal environment management.



### Building Automation System Integration

When your networked controls are integrated into your Building Automation System, you enable centralized scheduling, greater control of your lighting which provides greater savings, and the ability to let the lighting interact with other building systems.



### Business Optimization

Implementing advanced digital sensors enables you to use asset and people tracking technology with Bluetooth tags on equipment, enable intelligent space utilization, heat mapping, and support your personnel with greater safety and security features.

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.

We distribute our products and services through our over 140 branch locations in North America. The Master Agreement will cover all US territories and outlying areas. Our company does business internationally and has the capability to distribute products to even very remote parts of the globe.

C. Describe how Participating Agencies 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.

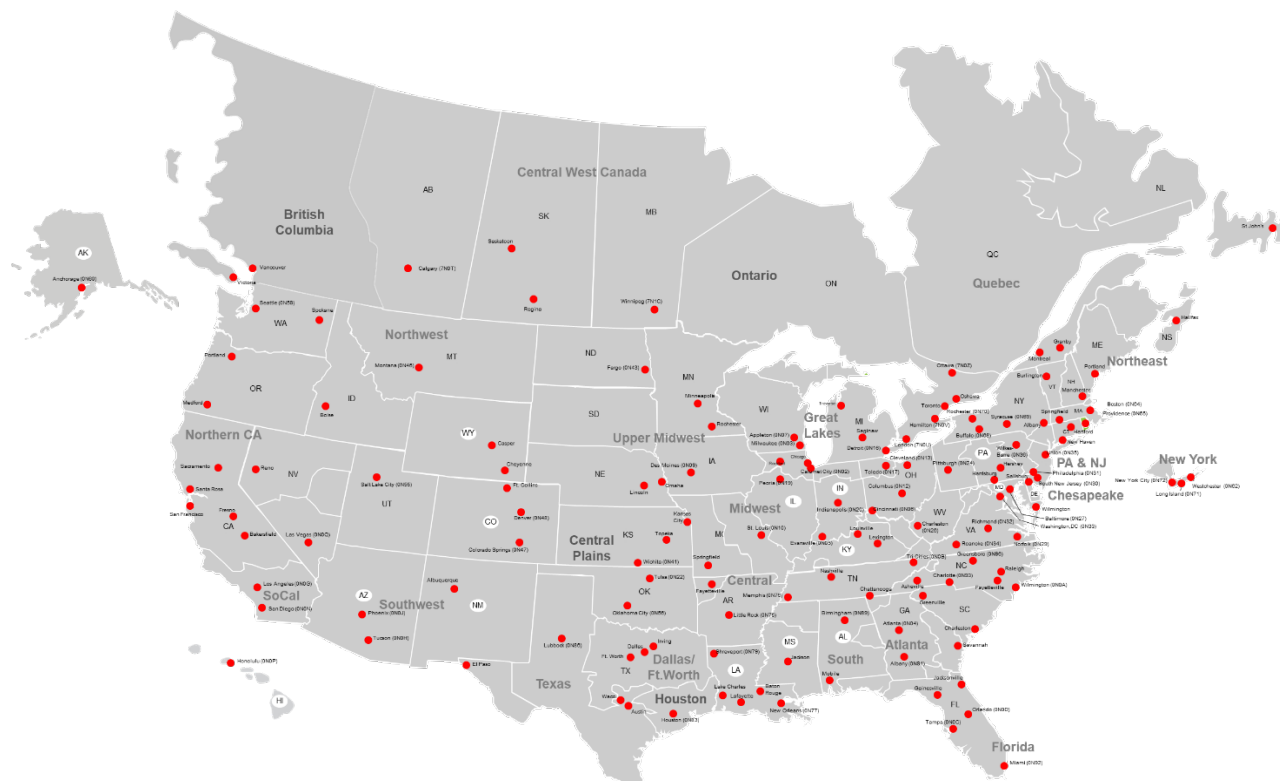
Sales are handled through our account representatives located in our branch offices. When using the OMNIA agreement, our system enforces the discount in our pricing forms. Upon request, we can provide the customer with a pricing validation form to verify that the customer is receiving the expected discount.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Various other companies may be involved in shipping products to our customers. The company involved depends on the equipment being purchased, the location of delivery, the location of manufacture, and the time frame involved. We deliver products to all corners of North America, from downtown Manhattan to the islands of Hawaii to remote, northern Alaska.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

We distribute directly as a manufacturer through more than 140 branch offices (shown below). In addition, we have 92 distribution and warehouse facilities in North America.




## 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


Johnson Controls has a dedicated Cooperative Team with key areas of focus being Sales and Marketing. This team drives marketing and sales messaging throughout our branch offices in North America and Canada. Growth by educating the 3000+ sales representatives and assisting field sales with cooperative positioning. Here is a recent document that was created:

COVID-19 has placed tremendous strain on our customers, and procurement officials, across the country. Our Cooperative Contracts are uniquely positioned to help your communities with emergent procurement needs.


**Using a cooperative contract satisfies your customer's competitive RFP requirements and enables them to:**




**Obtain products + services at pre-negotiated rates**




**Gain full access to a world-class portfolio of products + services**



**Significantly shorten the procurement cycle**




**Utilize purchase cards, not just purchase orders**




**Focus on what matters most – their mission**


What does this mean for you?



**Help your customer and their communities during this time of need**



**Build sustainable relationships through a trusted sales process**




**Offer business continuity for branch sales and operations**

So...how do I start?

**Easy! Start by identifying your public sector customers:**

- State Agencies
- K-12
- Higher-Ed
- Cities
- Municipalities
- & Non-Profit Customers



Visit our [BSNA Cooperative Program site](#)

In the first 90 days, we will develop an internal campaign driven through our vertical market teams and our branch network. Upon award of the contract, there will be a robust communication strategy to promote the contract both internally and externally.

Within **the first 10 days**, we will internally publicize Executive endorsement and sponsorship of the award and our public sector go-to-market strategy for the award.

Within **the first 30 days**, we will work with our marketing department to create a splash page story that will greet each employee that accesses the SharePoint site to drive awareness of the contract.



Within **the first 45 days**, we will activate OMNIA Partners on our corporate intranet site that will serve as a single location for information regarding the contract, execution, marketing, and internal and external contacts. The site is visible and accessible by every employee in the company.

Within **the first 90 days**, we will launch a series of webinars and training sessions with the support of the OMNIA Partners through our vertical market teams and branch network. All training will be recorded and posted on our intranet site. The training will focus on educating our sales force on what types of customers can use the contract, the benefits of the contract to Johnson Controls and the customer, pricing, and will ensure our sales teams are educated on how to drive sales in compliance with OMNIA Partners rules. In addition to promoted awareness, there will be ongoing sales training resources and opportunity support, standardized customer collateral that helps to communicate the value proposition and benefits of purchasing off the OMNIA Partners agreement, and regular business reporting for visibility into pipeline opportunities and recently won work.

On an ongoing basis, we will secure a slot in quarterly sales meetings to promote the contract and provide updates on our recent sales through the OMNIA Partners contract. Additionally, we have a cooperative program office that focus on support and cooperative sales growth. The cooperative team will focus on branch education to promote and educate our entire branch network and sales resources on how to sell through cooperative contracts.

Our national Cooperative program will support the contract with increased visibility across our branches and customers, additional enterprise resources and a dedicated intranet site, and additional program administration support for identification of new leads and business expansion.

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
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners, 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
- 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.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners, 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

Johnson Controls has a database of over 80,000 direct customer contacts that receive our E-mail communications, and we push our marketing messages on social media (LinkedIn) and our website.

Additionally, we have robust customer relationship management tools, data analytics platforms, and internal sales systems. These systems provide an abundance of information to assist with the proactive identification of opportunities. This information also provides analytics to the cooperative program to prioritize internal branch and sales training programs as well as help to identify existing OMNIA Partners members that we are doing business with to ensure they are aware of our new agreement.

We will partner with OMNIA Partners to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns.

Within **the first 30 days**, we will publish a co-branded press release to the media and trade publications.

The availability of the contract will also be promoted internally and integrated into daily sales resources (CRM system, educational web based trainings, sales communications, and a dedicated internal intranet site). Johnson Controls is not able to provide an external website to host the contract documents and other requested items. However, we do provide an internal page to promote the contract to our sales teams.

Additionally, we will announce and provide Master Agreement details and contact information published on our internal site.

Within **the first 90 days**, we will publish co-branded marketing and collateral materials in direct mail campaigns, advertisements of the contract in regional or national publications, and through our participation in trade shows. This will continue through the term of the Master Agreement.

Additionally, we will provide Omnia Partners with a commitment to attend and participate 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. We will also commit to attend, exhibit, and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers as dictated by the RFP.

Johnson Controls is not able to provide an external website to host the contract documents and other requested items. However, we do provide an internal page to promote the contract to our sales teams.

Johnson Controls has standardized on Salesforce.com (SFDC) as our Customer Relationship Management tool for Building Efficiency. Salesforce.com unifies all of our customer data, sales contacts by job function, sales opportunity information, sales history, leads received at trade shows, and account plans across our Systems, Services and Energy Solutions businesses into a single data base. SFDC is a tool that enables us to quickly and efficiently contact specific vertical market customers to communicate news releases (either using email or regular mail).

We will create a marketing tool set for the OMNIA Partners Master Agreement to distribute to our field teams and to use in a direct mail campaign. Included in the tool set will be marketing materials that highlight the following customer benefits to encourage our customers to utilize this agreement to procure their HVAC products and services needs:

- Simple and easy to use process
- Membership is free to the public sector customers
- Pricing structure is simple and straightforward and already includes all applicable fees (no additional add-ons to pricing)
- Labor pricing structure is based upon local published Johnson Controls labor rates; this approach ensures that labor rates are competitive in the local economy
- Eliminates the additional costs incurred by our public sector customers when they follow the traditional Design/Bid/Build process and costs incurred to prepare and issue bid specifications plus the time required to evaluate and award contracts
- The traditional Design/Bid/Build approach frequently does not meet a customer's need to have HVAC repairs and/or replacements completed by a specific time

Also included in our tool kit will case studies with endorsements from Johnson Controls customers who have used the OMNIA Partners agreement to purchase from Johnson Controls and were very happy with the process.

With SFDC, we can create a monthly newsletter to our public sector customers to keep the benefits of using the OMNIA Partners agreement in front of our customers throughout the year. We would target

our messaging to resonate with department managers, procurement personnel and the primary business official for our public sector customers.

Johnson Controls communicates monthly to our Energy Solutions existing and potential customers through our Silver Bullet Marketing campaign. We will include a reference to the OMNIA Partners agreement in monthly communications that align to the products and services covered by this agreement.

Our primary opportunity to connect with customers regarding the benefits of the OMNIA Partners agreement is through our field sales personnel. Training our sales personnel on this agreement must be a top priority. We will leverage the expertise of the OMNIA Partners team to help guide these efforts to ensure that our teams are comfortable with how to present the OMNIA Partners agreement to their public sector customers.

In addition to our marketing plans outlined above, we will leverage our partnerships with the public sector professional organizations we support both nationally and regionally. Below are several of the organizations where Johnson Controls maintains a relationship. Many of our competitors simply have a booth at annual trade shows. Johnson Controls believes that a strong relationship with the members of each organization is dependent upon our attendance at local meetings, and providing training and informative seminars as the organization's HVAC subject matter expert (we have training not only on HVAC, but also on leadership skills, sustainability, green buildings, etc.).



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.

Johnson Controls uses the software application Salesforce to manage sales pursuit. For every customer that is eligible for OMNIA Partners pricing, we will notate the eligibility in Salesforce. Upon renewal of existing services, the account owner is then able to offer OMNIA Partners pricing to the customer, except in cases where the customer decides to put the job up for bid. Johnson Controls intends to position OMNIA Partners as a top tier cooperative partner.

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.

Johnson Controls will provide its logo to OMNIA Partners, Public Sector and agrees to permit reproduction of the logo in marketing communications and promotions. We understand that use of the OMNIA Partners, Public Sector logo will require 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:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

As demonstrated by our Marketing plan, Johnson Controls can confirm compliance with these requirements.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

As demonstrated by our Marketing plan, Johnson Controls can confirm compliance with these requirements.

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

i. Executive Support	Andrew Pergande, Director of Commercial Operations Andrew.Pergande@jci.com 1-414-524-6937
ii. Marketing iii. Sales iv. Sales Support v. Financial Reporting vi. Accounts Payable vii. Contracts	Thomas Staves, Cooperative Program Manager Thomas.Staves@jci.com 1-443-676-8813

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.

Johnson Controls has a dedicated Cooperatives team that drives the use of cooperatives in our sales force. Leading the group is Andrew Pergande, Director of Commercial Operations. Andrew oversees Thomas Staves, our Cooperative Program Manager. Andrew reports to David Clark, who is the highest-level executive in charge of sales for Cooperative contracts.

David Clark, VP of Commercial Operations  
David.R.Clark@jci.com, 1-414-524-5498

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.

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.

Our Cooperatives team is dedicated to drives sales through our cooperative agreements. This team anticipates working with OMNIA Partners to promote the contract vehicle and provide efficient public service to our customers across the U.S. While we expect to do the majority of the marketing work through our marketing and sales departments, we hope OMNIA Partners can assist with launching our internal training program and occasionally fielding questions from our field teams as they are trained and mobilized. We also hope OMNIA Partners will be able to support us with new opportunities, such as new member sign-up and answering compliance questions.

Our OMNIA Partners marketing plan includes a coordinated effort between Johnson Controls and OMNIA Partners. We will continue to market the OMNIA Partners program both internally and externally via training, corporate SharePoint site, customer meetings, brochures, and tradeshow. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program throughout the term of the Master Agreement. Mr. Staves will be responsible for driving growth.

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.

Our customer base is largely confidential information. For this response, we can provide the total purchases for public agency customers in the previous fiscal year sorted by category. We are able to provide more information and an additional breakdown of our customer list post-award.

Public Agency Customer Category	FY19 Sales
Government	\$416,000,000
K12 Schools	\$421,000,000
Higher Education	\$451,000,000
Public Housing	\$111,000,000
Other (non-profit, government agencies)	\$533,000,000
<b>TOTAL</b>	<b>1,932,000,000</b>

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.

Our a wholly owned branch network provides proposals directly to customers for the requested product or service purchases. Each proposal procured through the OMNIA Partners contract will have the OMNIA Partners contract number and will be logged in Salesforce as an OMNIA Coop. opportunity. Upon customer award, each proposal is marked as closed, after which each sale will be reported to OMNIA Partners quarterly (or on OMNIA Partners' desired frequency).

Johnson Controls utilizes NxGen Service Management Software. This software is a full-service portfolio that allows us to track all site equipment, service calls, contract work, quotes, customer sites and account information, service history, refrigerant tracking, technician information, dispatching, invoicing and the dissemination of service history and reports. NxGen links directly to our technician portals which are available to our technicians via their iPhones and iPads, and allow them to make real-time entries into the system to keep everyone informed and up to date with the most current, accurate information available. All service reports are emailed upon completion of work performed, and can also be requested at any time by customers for review.

This system, in conjunction with our connected services ensures our customers have reliable data on all of their equipment and enable our service team to have meaningful discussions around equipment life expectancies, planned repairs, and trending data to help with budgetary planning for the future.



L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ \_\_\_\_\_.00 in year one

\$ \_\_\_\_\_.00 in year two

\$ \_\_\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Johnson Controls does not guarantee sales. Because this is a new relationship, we are unable to provide solid estimates. We are very focused on growing our use of cooperative agreements and are very excited about what the OMNIA Master Agreement brings to our company. We are expecting to do no less than \$10M annually, but do not guarantee this amount. Because our field sales representatives have the ability to choose from multiple cooperative agreements, a higher administration fee will impact which cooperative the representative chooses to use.

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 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.

In this scenario, we would choose to use Option ii. For Johnson Controls, if an opportunity is initiated as an OMNIA Partners sale, it will always be reported as an OMNIA Partners sale. Our system is built with specific parameters that are valid **only for our cooperative customers**, additional approvals would be needed for a standard commercial sale to discount to our cooperative levels.



## TAB 4 – Qualifications and Experience

### a. References

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.

Entity Name	Contact	Years Serviced	Description of Services	Annual Volume*
City of Austin	David Ware, Supervisor David.Ware2@austintexas.gov 512-657-9234	10+ years	Service and HVAC upgrades	\$215,132
Lee College	Terry D. Roye, Executive Director, Facilities troey@Lee.edu, 281-425-6862	10+ years	Service	\$233,583
Sarasota County	Raymond Ortiz, Administrative Agent, Facilities Maintenance rortiz@scgov.net, 941-313-3161	10+ years	Controls, service, HVAC upgrades	\$1.6M
Los Angeles World Airports	Tyrone Jessamy, Facilities Management Coordination and Response Division tjessamy@lawa.org, 424-646-8295	10+ years	HVAC projects, and planned service agreements	\$1.175M
Oxford School District	Brian Harvey, Superintendent Bharvey@oxfordsd.org (662) 234-3541	10+ years	Service	\$110,746

\* values from 2019

### b. Additional Qualification and Experience Responses

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Johnson Controls, a publicly held corporation, was founded in 1885 and trades on the New York Stock Exchange under ticker symbol JCI. Johnson Controls, a 132+ year Global Fortune 500 Company, is a global leader in delivering integrated building control systems, mechanical equipment, fire alarm and life safety products, physical security systems, and both mechanical and technical services. We also provide solutions designed to improve the comfort, safety, and energy efficiency of non-residential buildings and residential properties. Our corporate office is located at: 5757 N. Green Bay Avenue, Milwaukee, WI 53201

- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.

Johnson Controls is a global technology and industrial leader that serves customers in more than 150 countries. Since our invention of the first electric room thermostat in 1885, we have been committed to delivering innovative products that help the world run smoothly, smartly, simply, and safely. Our reputation in the market place is best evaluated by our peers and customers.

Johnson Controls has been named one of the "World's Most Ethical Companies" for 10 of the last 11 years by the Ethisphere Institute. Ethisphere is dedicated to the creation, advancement and sharing of best practices in business ethics, corporate social responsibility, anti-corruption, and sustainability.

Corporate Responsibility Magazine has recognized our long-standing commitment to corporate responsibility. Year after year, the magazine ranks Johnson Controls among the **100 Best Corporate Citizens**. The performance of each company is analyzed based on seven key areas: climate change, employee relations, environmental, financial, governance, human rights, and philanthropy.

Our awards speak to our reputation in our global markets. Here are several of our recent awards.

- The 2020 Overall IoT Company of the Year by IoT Breakthrough, an independent organization that recognizes the top companies, technologies and products in the global Internet of Things (IoT) market today
- 100 Best Corporate Citizens, Corporate Responsibility Magazine – 2019 (multi-year honoree since 2006)
- Women Engineer Magazine Top 50 Employers for Woman Engineers – 2019, 2018, 2016
- DiversityInc Noteworthy Company – 2019, 2018, 2016
- U.S. Veterans Magazine Veterans Best of the Best – 2019, 2017
- Human Rights Campaign Corporate Equality Index Score of 90 – 2020
- Workforce Diversity for Engineering & IT Professionals Magazine Top 50 Employers for STEM Workforce Diversity – 2019, 2018, 2017, 2016
- Named to the Fortune Magazine Change the World list for helping the University of Hawai'i Maui College move toward generating 100% renewable energy on-site – 2018
- Dow Jones Sustainability Index, DJSI North America – 2018 (multi-year honoree since 2005)The 2017 Dealer Design Awards (DDA) contest recognized Johnson Controls for its best-in-class HVAC product design, specifically for its YORK® Direct Fit™ Rooftop Unit and the YORK® Affinity™ products. The contest showcased more than 80 entries across large-scale commercial rooftop units to hand tools.
- Gold Award for Top Supplier Diversity Performance from General Motors Corporation – 2017
- Global Link Award for International Supplier Diversity by the National Minority Supplier Development Council – 2016, 2014
- In 2013, Metasys® received the Reader's Choice Award from Today's Facility Manager Magazine for the second consecutive year. Metasys® was selected as the leading Building Automation System.
- Johnson Controls was named to the 2015 Global 100 Most Sustainable Corporations Index—the only top sustainability performer in the auto components sector
- China named Johnson Controls a 2015 "Top Employer"
- Listed on the following sustainability indexes:
  - Dow Jones Sustainability Indexes: World & North America
  - FTSE4Good Index Series

- S&P 500 Carbon Disclosure Leadership Index
- Calvert Social Index
- Domini 400 Social Index
- KLD Indexes
- Maplecroft Climate Innovation Indexes
- NASDAQ OMX CRD Global Sustainability Index

In addition, attracting and retaining service personnel in our branches is critical to our success and our reputation is a factor that potential employees always research when considering employment with Johnson Controls. In our branch service organizations, the Service Operations Agent is a critical role. This person manages the daily administrative tasks, is the primary interface with customers requesting service, and coordinates frequently throughout the day with the field foremen to ensure our technician resources are optimally utilized to meet our commitments.

#### iv. Describe the experience and qualification of key employees.

As shown in TAB 2, we have many licensed, professional team members around the country.

When embarking on a project, it is important to choose a company that is a proven performer. That means selecting a firm with the right people. You need to know that the individuals implementing the project have the expertise and knowledge to deliver success.

Professional certification or accreditation removes the worry. To earn many of these credentials, applicants are required to have experience in the field, as well as pass a comprehensive examination administered by a third party. And not only do these employees earn their professional certificates, but they also must maintain them by continuing their education, keeping pace with industry trends and standards, and seeking recertification on a regular basis.

In the end, working with employees with industry-recognized certifications and other credentials results in a better finished product. Employees are up to date on the latest industry trends in sustainability, energy management, measurement and verification, or other specific disciplines that are directly applicable to the jobs they perform every day for our customers.

#### v. Describe Offeror's experience working with the government sector.

### Local Government Experience

Local governments today are working to balance economic, environmental, and social priorities. But funding challenges, aging infrastructure, and rising energy costs present real obstacles to advancing your key initiatives. More and more, municipalities of all sizes turn to us for innovative solutions that improve every aspect of their operations to reduce capital, energy, and operating costs. We can modernize any facility type, install high efficiency equipment, deploy advanced fire and security systems, retrofit your streetlights, optimize your water utility and much more.

Local governments also partner with us because we have a vendor-neutral approach. We offer several financing options, and can manage all aspects of projects from auditing and design through M&V and ongoing service with in-house, factory-trained technicians. In all, we bring more than a century of experience, including more than 35 years leading guaranteed performance contracting projects, and we are currently working with 132 municipalities to deliver nearly \$1 billion in savings so they can better invest in their communities.

## State Government Experience

To maintain and improve the buildings and infrastructure that keep your state running, state governments need a partner with the experience and knowledge to ensure a successful project and maximize savings. We've managed more state government energy performance contracting projects than any other ESCO. In fact, we currently manage 35 active projects with total outstanding guaranteed savings in excess of \$1.2 billion. Our local teams always share best practices and apply them to other project to increase effectiveness, minimize costs, and optimize operations for constituents, employees, and taxpayers.

Additionally, our national support teams are constantly looking at new and different ways of providing solutions and services to meet the requirements, needs and goals of state government. This approach creates constant innovation and smart solutions to overcome political, management, and technical challenges that government leaders face.

## Federal Government Experience

We also have extensive experience working with Federal government agencies. We are currently performing 69 projects with \$2.4 billion in guarantees.

U.S. Department of Defense (DoD) and Department of Energy (DOE) prequalified Johnson Controls Government Systems to engage in ESPCs through the following contract vehicles:

- Army Worldwide IDIQ: Awarded in May 2015 and covers any federal agency with government-owned facilities anywhere worldwide.
- DOE Worldwide ESPC III IDIQ: The Department of Energy awarded a new worldwide IDIQ contract in April 2017 that covers any federal agency with government-owned facilities anywhere worldwide.
- GSA ESPC: The GSA Schedule GS-07F-190CA (effective Sept. 1, 2015) covers any federal agency with government-owned facilities anywhere worldwide.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Johnson Controls, Inc. is involved in litigation or disputes concerning various aspects of the operation of Johnson Controls, Inc. Johnson Controls, Inc. has been, may currently be and may in the future become subject to legal proceedings and commercial disputes. These are typically claims that arise in the normal course of business including, without limitation, commercial or contractual disputes with our suppliers, intellectual property matters, third-party liability and employment claims. Given the size and breadth of Johnson Controls, Inc.'s operations, it would be difficult (if not impossible) to provide a definitive and comprehensive list of litigation relating to Johnson Controls, Inc. However, the Form 10-K annual report of its parent company, Johnson Controls International plc, identifies all litigation that may be material to the financial condition of the Company. The Form 10-K annual report can be obtained through the Company's website:

<https://investors.johnsoncontrols.com/financial-information/johnson-sec-filings>

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.

We have included our 5 customer references in Section **a. References** at the beginning of **TAB 4**.

viii. Provide any additional information relevant to this section.

The core business of Building Efficiency is to provide our customers with products and services that will positively affect their building environments and at the same time lower their operating costs, increase productivity, and eliminate waste. Throughout our branches and businesses, we assist customers through energy, operational, safety, and technology assessments/audits to identify opportunities within their buildings to reduce both their first cost and their on-going operating costs through energy efficient sustainable building improvements.

To help our customers reduce their costs:

- We create new, more efficient technologies like our new connected chillers
- We develop predictive technologies that help extend the life of our customers' equipment
- We form joint venture partnerships with other companies like Hitachi to bring Variable Refrigerant Flow systems to our customers

We also help local businesses conserve energy and reduce carbon emissions through our Performance Contracting (PC) business. We have completed over 3100 PC projects over the past 30+ years and have guaranteed more than \$12 billion in energy and operational savings for our clients.

We are so confident of our ability to deliver cost savings solutions that we guarantee the savings for a typical period of 10-15 years. The guarantee is a commitment to the customer that if the savings are not met, then Johnson Controls will write them a check for the shortfall.

As of the beginning of 2020, Johnson Controls is managing 533 active performance contracts with nearly \$7 billion in outstanding savings guarantees.

Many of our customers are now requesting "open book" pricing for all types of construction and retrofit projects. We provide a standardized "open book" pricing methodology with full transparency.

## TAB 5 – Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

### ESPC Experience

Our company has its very roots in the energy efficiency business. Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat in 1883. His invention launched the building control industry and was the impetus for a new company.

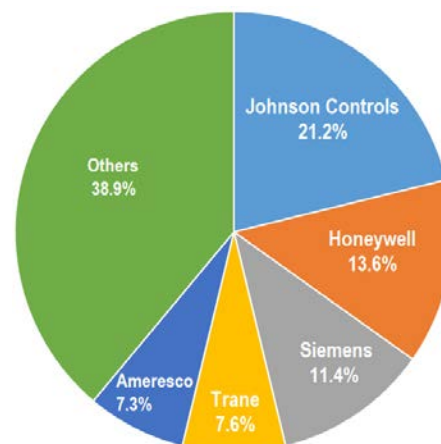
Our company is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. In fact, we established the concept of performance-based contracting in the area of energy conservation for public, commercial, and industrial facilities in 1973.

Today, we are a leading full-line service provider of energy management and conservation systems and services, as well as mechanical equipment and technology.

We are the national leader in Energy Saving Performance Contracting (ESPC) with over 3100 completed projects and a greater market share and more experience than any of our competitors. We also lead the industry with outstanding safety measures to ensure safety of your students and staff during project implementation.

Throughout North America, Johnson Controls has implemented more projects in public facilities than any other firm. Through our experience working with these public agencies, we have developed the ability to install upgrades under tight timeframes without disrupting operations.

As of the beginning of 2020, Johnson Controls is managing 533 active performance contracts with nearly \$7 billion in outstanding savings guarantees.



*Energy Saving and Performance Contracting Market: Percent of Sales, North America 2015, Frost and Sullivan*

	Number of Active Projects
Federal Government	69
State Government	35
K12	158
Local Government	132
Higher Education	59
Public Housing	36
Healthcare	20
Commercial	24
<b>Total</b>	<b>533</b>

## Johnson Controls Connected Services

(Available as part of maintenance agreement on York chillers only)

This technology gives our team 24/7 read only access to chiller operational data remotely via our iPhones and desktop computers to maximize uptime, help you manage costs, and make informed decisions about your equipment.

Connected Services will notify Johnson Controls personnel if the York chillers are not operating properly. Additionally, it allows our technicians direct access to the Johnson Controls internal intranet for access to all York chiller application data, service manuals and bulletins, parts manuals, and direct access to the York Factory Engineering team.

Value to OMNIA Partners Agencies:

- Increases lifecycle of customer equipment
- Reduces maintenance costs
- Provides key insights into the condition and effectiveness of your equipment

## Remote Operations Center

In addition to our strong local team, Johnson Controls has the capability to monitor and operate from our Remote Operations Center (ROC), located in Milwaukee, WI. Johnson Controls has used this strategy successfully numerous clients over the past 20 years.

Value to OMNIA Partners Agencies:

- The ROC can supplement the full-time on-site staff and our local technicians. The ROC can supervise your facility's performance and provide immediate response to emergencies. The UL and Factory Mutual certified ISO 14001 compliant central station monitors and manages more than 3,000 sites in North America.
- The ROC monitors equipment status, alarm points, critical temperatures, etc. 24 hours-a-day, 7 days-a-week. Using predictive maintenance techniques and algorithms, the ROC receives, records, and responds to emerging equipment conditions – and notifies our local resources accordingly, including dispatching the appropriate personnel to resolve an issue before it becomes a problem. The ROC itself is completely self-sustaining with back-up power systems and redundant monitoring technology.



*Our technology enables the Remote Operations Center to identify root causes of problems.*

Certifications:

- The ROC's dedicated team of CSAA 5 Diamond-Certified building management and monitoring professionals monitor your building's systems 24 hours a day, seven days a week, 365 days a year. It can monitor and/or operate any equipment and critical systems connected to your building automation system, including:
  - HVAC equipment and Building Automation Controls
  - Security and fire systems
  - Lighting, refrigeration and electrical systems (building operations)



## Distribution Systems and Cogeneration Plants

Johnson Controls is the largest, non-utility-owned providers of central plant projects in North America. We have implemented well over 1,000 energy and central plant projects – most of which included guaranteed savings and a financial solution. Information resulting from analysis of this data, combined with the experience of over 1,000 engineering professionals, allows Johnson Controls to identify potential areas of risk, and create guaranteed central energy plant outcomes at a lower cost.

### Central Utility Plants

Johnson Controls has designed, built, and operated central energy plants for a wide array of mission critical and social infrastructure facilities – including research facilities, industrial sites, universities, hospitals, and governmental entities.

As the largest, non-utility-owned provider of utility plant services in North America, we have unmatched experience developing and operating central plants at the highest possible efficiency.

Value to OMNIA Partners Agencies:

- We compiled data from our more than 1,000 projects into a proprietary database, which is the world's largest repository of utility plant performance data. Information resulting from analysis of this data allows Johnson Controls to identify potential areas of risk, and create guaranteed thermal service outcomes that address our clients' goals and objectives.

### Cogeneration/CHP Systems

Johnson Controls has conducted extensive research regarding cogeneration technologies and have developed high performance partnerships with industry leading manufacturing and engineering firms. Johnson Controls employs a stringent, rigorous, scalable, and repeatable process that allows us to be successful in the management of unique, innovative, and large-scale projects.

The following list shows a subset of our distribution system and cogeneration plant capabilities:

- Complete analysis of the loads and evaluating multiple design alternatives for best lifecycle cost
- Water side economizers (free cooling)
- Thermal energy storage systems
- Chiller, boiler, cogeneration installation
- Variable volume pumping
- Distribution piping and connections
- Central plant controls and optimizing operations
- Biomass cogeneration plant
- Central cooling plant
- Chiller plant redesign
- Chiller plant optimization
- Heating system redesign and optimization
- Cogeneration/CHP systems
- Steam to hot water system conversion
- Steam trap retrofits
- Steam pressure control



#### Value to OMNIA Partners Agencies:

- Using natural gas, biomass, biogas, and landfill gas as fuel sources for heat and electric power generation systems installed by Johnson Controls, our customers have experienced considerable economic savings, reduced environmental impact/GHG emissions, and increased operational efficiency and reliability.

#### Case Study:

- We have been involved in over 120 cogeneration plant projects, including a recent installation of 3.5MW at a Canadian Military Base in Ontario and 7.9 MW at the National Institute of Standards and Technology research labs and office buildings.
- We recently completed design of a new natural gas cogeneration plant for the U.S. Army at Aberdeen Proving Ground (APG). This plant helps APG make significant progress toward energy resiliency, a critical mission for Army installments around the world.



*Breaking ground for the new natural gas cogeneration plant at Aberdeen Proving Ground. The plant will provide a substantial portion of the garrison's heating and power needs.*

## Building Envelope Systems

We investigate and remedy building envelope improvement opportunities to improve occupancy comfort and reduce the cooling load required to condition the space. We use infrared photography and blower door tests to identify leaks and missing insulation in areas that are not visible. Typical surveys include the inspection of roof and ceiling joints, windows and doors, roofs and attics, perimeter and subterranean walls, and penetrations. We also patch and insulate penetrations and install or replace new door sweeps, air curtains for loading doors, wall and roof insulation, reflective roofing, windows, and doors.

- The following list shows a subset of our building envelope capabilities:
- Window glazing
- Tinted window film
- Energy efficient windows
- Window and door weather stripping and caulking
- Revolving doors
- Air curtains
- Automatic door closers
- Roofing
- Insulate walls, roof, floor, soffit
- Caulk pipe penetrations
- Seal ceiling to roof gap
- Solar radiation reduction
- Reflective coating to roof
- Weatherproofing

#### Value to OMNIA Partners Agencies:

- Unwanted heat loss or gain through walls, doors, windows, and roofs can increase energy use and costs. Correct application of thermal insulation and weather stripping plays an important role in reducing these energy costs in many situations.

## Grants, Rebates, and Incentives

Faced with tightening budgets, many of our customers are in need of creative financial relief. Our Grant Services and Rebates & Incentives teams have one shared goal: to help solve this problem by finding money for your projects.

Value to OMNIA Partners Agencies:

- These teams identify alternative sources of funding to help you fund more facility improvements, reduce total cash outlay, and realize greater savings.
- Over 400 customers have turned to our dedicated grant experts. *With your permission*, we are ready to collaborate with your to identify qualified funding opportunities, facilitate and develop grant applications, and support required compliance reporting. We can help identify funding opportunities for many improvements including, but not limited to:
  - Energy efficiency improvements
  - Compressed natural gas buses
  - Security equipment
  - Emergency operations planning
  - Renewable energy projects
  - Professional development
  - Environmental education
  - Landscaping
  - Parks, playgrounds, and recreational facilities
- At your request, the Grants Services and Rebates & Incentives teams will use the following process to help you identify and secure funding:
- We will conduct customized research to identify applicable government and private grants, utility incentives and rebates, and government subsidized loans and bonds.
- Generate a funding opportunity report that details our findings.
- Create a project management plan for application development.
- Manage the grant application process from start to finish.
- Implement strategy to develop and gather appropriate information for competitive and responsive proposals.
- Coordinate completion of required attachments.
- Write, edit, and format response documents.

Review final content to ensure compliance with requirements and adherence to project schedules.

- During our collaboration, your organization will focus on identifying subject matter experts, obtaining application review and approval from executive leadership, contributing key program and organizational information, and submitting a final application. This close collaboration strengthens the final application.

## Renewable Technologies

The following list shows a subset of our renewable energy system capabilities:

- Solar photovoltaic
- Wind turbines
- Thermal heating systems
- Alternative energy HVAC
- Geothermal heat pumps
- Street and parking lighting
- Pumping systems
- Microgrid
- Energy storage

- Solar daylighting
- Biomass plants
- Solar thermal domestic water heating
- Solar transpired walls

## Solar Photovoltaic

The Solar PV team is responsible for engineering design or oversight of design on solar PV projects, including product selection, vendor relationships, output modeling for PV systems, and preliminary cost estimation.

Value to OMNIA Partners Agencies:

- Energy conservation
- Sustainability
- Energy cost savings

Case Study:

- This team has implemented over 100 Solar projects, including projects at Tulare, CA where we installed a 30 Kw PV system in the carport and a 1 MW system on land that generates 1,860,000Kwh annually.
- The **State of Utah** implemented a **Solar for Schools** program with Johnson Controls that provided 73 5-kilowatt, high efficiency solar modules with inverters, mounting racks, spec sheets, and full warranties. The goal of the program is to mount at least one module in each of the state's 41 districts. We also provided training in renewable energy to help school staff ensure performance.
- Other projects include the State of Utah, Mount Wachusett Community College, the U.S. Bureau of Land Management, and the Marine Corps Air Ground Combat Center in Twentynine Palms, California.
- At **Wyandotte Public Schools** in Michigan, Johnson Controls installed an 8.4 kW-AC photovoltaic system on the roof of Wilson Middle School. The PV array provides electricity directly to the school to reduce the amount of electricity purchased from the local utility.
- This installation is part of a multi-phased performance contracting program implemented over several years to reduce operating costs and improve comfort throughout the school district. The improvements enabled all 11 facilities across the district to obtain ENERGY STAR certification, making Wyandotte Public Schools the first district in the state of Michigan to achieve this distinction.



*Solar for Schools is expected to remove more than 8,000 tons of carbon dioxide from the atmosphere over 20 years, equivalent to the carbon offset that would be generated by planting 11,000 trees and letting them grow for ten years.*



At San Juan College in Farmington, New Mexico, Johnson Controls provided a PV array, solar thermal floor heating, a geothermal heat pump, controls, and a monitoring system.

The monitoring system was used for student instruction in the outdoor learning laboratory. The building received LEED Gold Certification.

## Wind Power

Johnson Controls has experience with implementing power generating wind turbines.

Value to OMNIA Partners Agencies:

- Energy conservation
- Sustainability

Case Study:

- At the Bureau of Land Management Field Office in Rawlins, Wyoming, we installed a new 120-foot wind turbine rated at 100 kW with an estimated output of 300,000 kW hours per year.
- Johnson Controls provided a turnkey installation of a 100kW wind turbine for the Rawlins Field Office. Manufactured by Vermont based Northern Power Systems, the Northwind 100 wind turbine will replace the existing 20kW turbine with a high reliability direct drive (gearless) design.
- An excellent wind resource exists at the site, and the Northwind 100 is expected to produce over 300,000 kWh per year (approximately 60% of the annual energy needs of the Rawlins Field Office).



## Alternative Energy Powered Heating and Cooling

Ground-source geothermal heat pump system can provide a "green" solution to heating and cooling challenges, offset capital HVAC costs, and address lack of redundancy.

Value to OMNIA Partners Agencies:

- A geothermal system provides heat in the winter by tapping into the earth to capture its renewable energy. It provides cooling in the summer by removing heat from the home and placing it in the cooler earth.

Case Study:

- At the Claremore Campus Rogers University we provided a 416 tons mono-loop central geothermal system.



## Lighting for Street and Parking Lights

Johnson Controls brings the capabilities of **90 dedicated lighting professionals**, including six **NCQLP** certified lighting designers, who bring hundreds of years of experience designing and implementing lighting projects. As the largest non-OEM lighting retrofit contractor in the U.S. with more than **250,000 fixture replacements/retrofits each year**, we are at the forefront of new lighting technologies.

We can develop intelligent, adaptable and future ready designs so additional systems for parking management, traffic control, cameras/safety, digital signage and water/climate detection can easily be added. We also have an in-house material procurement team to get you the absolute best material pricing without additional layers of mark up.

Value to OMNIA Partners Agencies:

- Effective street lighting design and selection focused on extending lifecycles and reducing O&M costs requires specialized expertise. Johnson Controls brings the capabilities of in-house lighting experts, Johnson Controls Lighting Services, as well as specialized modeling, mapping and project

management tools to keep you up to date on the project's progress. In all, we have worked with numerous municipalities across the country on similar street lighting design and technology selection projects, retrofitting or replacing more than 250,000 fixtures each year.

- **Reduced Associated Carbon Footprint** - Johnson Controls' lighting experts will help you select the right solution to significantly reduce the carbon footprint of your street or parking lights. As a leader in local government solutions, we can also expand this effort to your facilities. We can not only deliver this effort, but serve as your long-term energy partner, providing you with a comprehensive, holistic city-wide approach to carbon management and energy efficiency.
- **Reduce Costs Associated With Street Lighting Operations** - We develop detailed and individualized maintenance programs in conjunction with clients and in coordination with your staff to achieve your organizational, operational, and financial goals. We are vendor neutral, focused only on getting the best technology option at the best price for the customer.
- **Reduce Light Pollution Associated With Street Lighting** - Johnson Controls knows how to design optimal street lighting projects using photometrics that maximize safety and minimize light pollution, having implemented several dark sky compliant projects nationwide. In Hawaii, we effectively worked with State and community representatives to create a regulation-compliant design for 21,000 streetlights that also had community input and acceptance.

#### Case Study:

- Johnson Controls has demonstrated experience and a proven process for working with municipalities and utility companies on streetlight acquisition. We worked closely with NYSEG on our streetlight project with the City of Binghamton, as well as with utilities across New York and Pennsylvania as part of numerous other municipal street lighting acquisition projects.
- At the **City of Binghamton, NY**, we reviewed all municipal lighting, including GPS mapping of all lights, and an analysis to determine energy savings. We also used a pilot program in three locations to provide data before full installation. Energy and maintenance savings from this effort will offset project costs paid for through the City's capital bond.
- We have worked with numerous municipalities across the country on street lighting design and technology selection projects, having recently installed 70,000 LED streetlights. Our dedicated product testing and technology vetting group is continually testing new products and we only recommend those that have achieved approval through a technical, financial, and commercial risk review for use in a long-term performance contract. We also test proven technologies to ensure they perform for cities over the equipment life cycle and use GIS mapping to expedite the streetlight inventory process.
- **Meeting Your Dark Sky Goals** - We have met dark sky requirements on our work with the Hawaii DOT. We accompanied State Highways representatives to meet with the Starlight Committee, the local dark sky organization, to discuss dark sky and other observatory needs. We were able to effectively work with State and community representatives to create not only a regulation-compliant design that also has community input and acceptance.





## Microgrid

With our strong background in designing and building renewable applications, Johnson Controls develops or participates in many microgrid implementations.

Value to OMNIA Partners Agencies:

- Energy conservation
- Sustainability
- Energy cost savings

Case Study:

- At **Isle Royale National Park** Johnson Controls installed Distributed Generation and Control Systems to operate as a remote microgrid. This project included three separate locations up to 40 miles apart from one another, including Mott Island, Windigo, and Rock Harbor.
- Johnson Controls installed 23 solar thermal domestic hot water pre-heating systems including 61 collection panels across various facilities at the Rock Harbor and Windigo campuses. The solar thermal systems provide approximately 78% of the estimated annual energy required for domestic hot water at Windigo.
- At the Rock Harbor site, the systems displace 87% of the estimated annual electricity use and 45.7% of estimated fuel oil use for domestic hot water. They conducted energy efficient lighting upgrades, and installed solar PV hybrid system, solar attic fans, and water conservation system.
- The project will alleviate dependence on diesel and showcase the island as a model of sustainability for other Government agencies to follow. The total facility size for Phase 1 is 66,931 square feet. This will result in 2,724 million Btus saved annually and 19,000-gallon reduction in annual diesel fuel consumption.

“Johnson Controls was the most qualified ESCO to assist Isle Royale with our savings goals. Their ECM options are innovative and their strong local resources are unmatched. The Johnson Controls Team understands our objectives and is committed to building a relationship with us.

”

**Phyllis Green**

*Isle Royale Superintendent*

## Pumping Systems

We have experience with HVAC, indoor air quality, chlorine management, chemical detection and measurement, lighting, locker room water improvements and related equipment in pool and recreational facilities. Our experience includes the implementation of several improvement measures such as swimming pool de-humidification systems and gymnasium ventilation improvements.

Value to OMNIA Partners Agencies:

- Improved efficiency
- Water improvements
- Improved comfort and safety

## Waste Heat Recovery and Urban Biogas Utilization

Many of our projects make use of waste heat recovery technology. If not captured and used, waste heat is released to the atmosphere missing an energy efficiency opportunity.

#### Value to OMNIA Partners Agencies:

- Energy conservation
- Energy generation
- Reduced electrical consumption
- Reduced GHG emissions

#### Case Study:

- For the **City of Baltimore Back River WWTP**, Johnson Controls developed a combined heat and power plant that uses the remainders of treated wastewater as fuel.
- The plant will generate more than 2.4 megawatts of electricity per year, provide steam to offset process-heating requirements and produce hot water for boilers. As an added benefit, the digester gas cogeneration plant will reduce emissions, save taxpayer dollars, address workforce development, and support the local economy.
- Johnson Controls also designed and constructed a 1,000 kW ground-mount PV system located at the Back River Waste Water Treatment Plant. Using SolarWorld modules and leveraging a grant from the Maryland Energy Administration, this project supports the City's objectives toward self-generation of 30% of all energy. This is a fixed-tilt, custom racking system suitable for the site's topography.
- At the **City of Fort Worth**, Johnson Controls began an energy efficiency partnership in 2003 that has grown to seven phases of major infrastructure improvements in 107 city-owned facilities. The \$69 million investment will save the City \$93 million over a 15-year period. Johnson Controls guarantees these savings under the Energy Savings Performance Contract (ESPC) funding vehicle authorized by the State of Texas for public entities.
- The largest of the seven projects occurred at the **Village Creek Water Reclamation Plant** – a \$35 million initiative that has significantly benefitted the City's goal to establish Village Creek as a Net Zero Energy Facility. This ESPC project reduced electrical consumption by 39%, which has taken more than \$2.5 million off the plant's electric bills each year. In addition, Oncor Electric provided \$1.3 million in rebates to the City due to electric demand reductions.
- For this project, Johnson Controls developed and implemented a 50,000 lb/hour, 235-psig steam system. Heat was recovered from combustion turbine exhaust, and supplemented with heat created by burning biogas produced at the wastewater treatment plant in a duct burner. This project also involved improvements to increase the production of biogas through the addition of high-strength waste to the digesting bio solids.



## Sewer Heat Recovery

Johnson Controls also has experience providing sewer heat recovery solutions. In a sewage heat recovery system, a heat pump is used to capture the warmth of wastewater and transfer it to the clean water stream that is entering homes and businesses.

#### Value to OMNIA Partners Agencies:

- Energy conservation
- Reduced GHG emissions

#### Case Study:

- At the **Beaufort-Jasper Water & Sewer Authority** in South Carolina, Johnson Controls used finished water (i.e. potable or drinking water) as a heat sink via a plate and frame heat exchanger for controlling the environment within their administrative building.
- This concept is similar to a Geothermal HVAC. By using reversible heat pump chillers to meet their heating/cooling needs, Johnson Controls was able to provide both heating and cooling for water source heat pumps in the older building section as well as newer VAV/Air Handling system in the newer part of the facility. This project qualified for local utility incentives of approximately \$132,000 and had an annual expected energy savings of approximately \$48,000 per year.

## Renewable Energy Services

We have performed this process for over 3,100 projects through our performance contracting. Each assessment considers the needs of the customer and project stakeholders, which can include a board of directors, local government departments, or the general public.

The Johnson Controls strategic planning process enables our customers to clearly identify their facility and operational strengths and weaknesses before construction begins. This allows facility and construction changes to focus on and address outlined deficiencies. Having these groups involved up-front in the process directly influences the final issues addressed in the construction phase.

Throughout our decades of experience in the energy efficiency industry, Johnson Controls has developed a four-phased approach to maximizing energy efficiency for our clients. The phases are: Preliminary Assessment, Project Development, Project Implementation, and Performance Period. The services outlined in the RFP occur during the first two phases of our process.

Our process includes:

- Onsite Evaluation of Energy Consumption
- Return on Investment Analysis
- Consultation and Consultation for the Right Decision
- Custom Designed System

Value to OMNIA Partners Agencies:

- Energy conservation
- Sustainability
- Energy cost savings

#### Case Study:

- **Bagley School District** chose to add additional classrooms due to growing enrollment and feedback from community, teachers and staff.
- **Warren-Alvarado-Oslo School District** chose to engage in a more involved re-purpose of their elementary school classroom spaces, as well as mechanical upgrade, due to feedback from teachers and staff.
- **Thief River Falls School District** reviewed their math series as a result of feedback given by their student stakeholders.
- **Duluth School District** chose to add/revise the circulation path and design intent, based on specific feedback from students, teachers and staff.



## Air Handler Recommissioning

Air Handler Recommissioning is the concept of rebuilding an existing air handler rather than replacing. Air Handlers are often times installed in basements, on rooftops or behind numerous interior walls. All of these locations make it very challenging and costly to replace them. Rather than replace we suggest the units be considered for recommissioning. This is accomplished by upgrading the interior components to bring the unit up to original operating conditions.

Value to OMNIA Partners Agencies:

- The process saves down-time, disruption and substantial money over replacing.

## Utility Management

Demand and Usage: Metering, Monitoring and Reporting Energy information is assuming a critical new value as customers move away from the supply services of the traditional utility. No longer is the customer's supply priced exclusively as an anonymous smidgen of a utility's production and/or purchases. Customers are seeing the risks and rewards of pricing catered specifically to their unique load characteristics.

Johnson Controls recognizes this transformation and the opportunity it presents to facility managers using Facility Management Systems. Facility Management Systems are equipped with tremendous capacity to trend and store data. In increasing frequency, that data is energy demand and usage.

Value to OMNIA Partners Agencies:

- At the facility level, that data has some interesting applications. Operators can see immediately the demand impact of running controls measures and optimize those programs to the resulting load profiles. Alarms can be set to alert operators of energy demand and usage levels outside of normal, acceptable ranges.
- The following is a list of a few of the most requested data reports:
  - Load Profiling
  - Bill Calculation
  - Savings Analysis
  - Automated Exception Discovery
  - Measurement and Verification
  - Energy Reliability Reporting

## Johnson Controls Fire Protection Products and Services (Formerly Known As SimplexGrinnell)

Thousands of organizations throughout North America choose SimplexGrinnell to install, integrate, upgrade and service crucial facilities systems. Our factory-trained service technicians can support a wide variety of security and life safety solutions and technologies. There is no substitute for our quality, knowledge, commitment and experience and best practices.


We can assure the effective operation of all building safety systems. One phone call can safeguard security, communication, fire, and life safety systems. Trained service specialists staff our North American network of district offices, each one stocked with replacement parts. One of the largest service networks in the industry, it guarantees a fast, effective response.

We offer an unparalleled selection of test and inspection services, preventative maintenance, and around-the-clock emergency services for every life and property protection system. We will easily support multiple technologies from multiple vendors. All of our service specialists spend months in rigorous training. In fact, SimplexGrinnell boasts more than 1,000 NICET-certified technicians with years of hands-on experience.

We work closely with each brand's research and development engineers, business planning personnel, product development specialists, design, and engineers etc. Our organization also has direct access to up-to-date technical information such as specifications, operation and maintenance manuals, documentation etc. SimplexGrinnell is positioned to continue this vital relationship. One example of our close working relationship is the recent integration of the Software House access control system to the Simplex family of fire alarm panels. This unique integration offers many benefits to system users.

#### Product Types:

- **Programming Services** - SimplexGrinnell Programming Services unleash the true potential of the integrated security systems. ISSG Programming Services will accomplish this with our certified professionals who will help the customer define their operational goals, program applications, and make sure the system has the inherent flexibility to accommodate changing needs. For example, our ISSG can support key system programming functions allowing our customer to focus on other vital tasks. ISSG wants to ensure our Integrated Security Systems Solution customers operate their security systems at their true capacity. ISSG Programming Services continuously try to increase our customer's Return on Investment (ROI).
 



*SimplexGrinnell representatives will carefully examine each customer's requirements and provide a recommended scope of services.*
- **Training** - The SimplexGrinnell Integrated Security Systems Group provides expert custom training programs; customized operational programming of the security systems; custom report development; video badge design, development, and programming; database screen design; graphical map design and programming, and CCTV Control Interface programming. The security systems our company provides are software intensive products that must be customized for each customer and each application. Because each customer has specific needs, our personnel are available to customize a system design as well as the software that controls the system.
- **Operational Services** - SimplexGrinnell wants to maximize our customer's return, while minimizing their risk. SimplexGrinnell can accomplish this on a complete end-to-end solution that aligns with our customer's daily and long-term security goals. ISSG personnel will work with in-house security personnel developing best practices to maximize system configuration proficiency levels, application integration, and operator ease-of-use. ISSG personnel will ensure that our customers maintain optimum system performance through recurring needs assessments. ISSG also will provide sustained support to ensure proficiency levels are maintained. We can also assist our customers to streamline changes in policies or system functionality. Our recommendations will help optimize our customer's security staff performance and provide continual process improvement initiatives.
- **Warranty and Service Support** - The SimplexGrinnell service staff is factory trained to service the broad range of products. Our company owns and operates District offices throughout the United States. Each of these offices employs a service staff that supports their respective local areas. We

stress ease of maintenance when we design, solutions for our end users. Our systems include both hardware and software products.

- SimplexGrinnell offers a turnkey service solution that includes the inspection, maintenance, support and repair of systems by factory trained technicians. SimplexGrinnell is prepared to support warranty and service needs 24 hours a day, seven days a week, 365 days each year. SimplexGrinnell technicians will provide the following support ensuring the systems are in proper, safe and efficient operating condition.
- SimplexGrinnell factory-trained technicians will respond to emergency maintenance requirements. SimplexGrinnell will furnish all labor, travel, materials, supplies, parts, equipment, panels, devices, and warning signs for system warranty maintenance. The
- SimplexGrinnell service program includes the following:
  - Scheduled and preventative maintenance including inspecting, testing, adjusting, repairing and parts replacement,
  - Troubleshooting and equipment repair services to remedy failures and malfunctions,
  - Major equipment maintenance and overhaul,
  - Maintenance reports, daily logs, and record keeping,
  - Maintenance manual updating, and
  - Additional work as directed by customers, above and beyond the specified scope of the construction documents.
- **Access Control** - Access control is vital to security and productivity. If the access control system is down, no one gets in the building and work time is wasted. Hundreds of organizations use SimplexGrinnell services to ensure uninterrupted access to their facilities – and only by authorized personnel.
- **CCTV Systems** - Closed Circuit Television cameras must be inspected regularly to ensure the highest levels of uptime and availability. SimplexGrinnell provides a complete range of service and maintenance options for installed video surveillance equipment and security technologies. By optimizing the performance of security equipment, people and property are protected against intruders, fraud and vandalism.

SimplexGrinnell security systems installed throughout the world integrate CCTV equipment from well-respected names as Sony, Philips, Nice, and Loronix. Our design approach for this project would be designed with “State of the Art” Microprocessor based video switchers, pan-tilt-zoom cameras, and digital recording technology.

- **Fire Alarm Systems** - SimplexGrinnell Fire Alarm Testing and Inspection exposes and resolves potential problems before property and employees are put at risk. Our specialists will keep control panels, pull stations, smoke detectors, and horns in perfect working order.

SimplexGrinnell has extensive fire alarm system expertise, including a thorough knowledge of network multiplexing. Our first system was introduced in the late 1950’s. This fire alarm was an electromechanical “read back” system. Our expertise progressed through a series of technological developments that included solid-state equipment and then microprocessor-based systems.

In multiplexing, the remote location is a subordinate device usually linked to a transponder. It is not intended to “think” on its own and it typically will have few (if any) abilities if communications with the master Central Processing Unit are lost. However, in networking, each remote location is a much more capable device with its own distributed microprocessor and memory and often is

fully capable of operating as a stand-alone fire alarm control panel. Our extensive experience with multiplex technology development gives us a unique understanding of fire alarm network operation.

- **Smoke Detectors** - Smoke detectors are the first line of defense if there is a fire. Keeping detectors in perfect condition is vital to any safety strategy. SimplexGrinnell's world-class Smoke Detector Maintenance Program offers multiple service levels, including testing, cleaning, sensitivity testing, replacement and stock supply. This comprehensive approach helps keep detectors fully operational and minimizes false alarms.
- **Fire Extinguishers** - The danger of allowing an extinguisher to go too long without maintenance is pointing it at a fire – and nothing happens. Fortunately, SimplexGrinnell's trained specialists can regularly inspect and maintain extinguishers, so they will be there when needed.

A portable extinguisher is the critical first line of defense in the event of fire. But the wrong equipment can be harmful or deadly. That's why we offer options for every application, including Class A, B, C, D and K fires occurring in areas with Low, Moderate and High Hazard classification, as well as FE36 clean agent and wet chemical K class types, to name a few. Our specialists are ready to help our customers choose the appropriate extinguishers for their situation.

Our own licensed SimplexGrinnell technicians and large equipment inventory ensure service and delivery when and where it is needed.



*SimplexGrinnell is an industry leader in installation, service, inspection and maintenance of portable fire extinguishers.*

- **Automatic Fire Pumps** - When fire strikes, water pressure must be available to strike back. SimplexGrinnell experts use special technology to inspect Automatic Fire Pumps, reporting deficiencies and recommending corrective action. Regular inspections, required by local, state and federal codes, can save lives and property in an emergency. SimplexGrinnell's Fire Alarm System will monitor the following fire pump parameters per NFPA 72. They are:
  - Fire pump running
  - Power loss
  - Phase reversal

- **Automatic Sprinklers** - Automatic sprinklers can minimize property damage and save lives. SimplexGrinnell's comprehensive sprinkler system testing and inspection program is based on NFPA Codes 25 and 13, keeping a facility in compliance with insurance and fire codes. SimplexGrinnell specialists will test and inspect the sprinkler system to detect problems and fully document the results – before failures affect safety. Our products include:

- Wet pipe sprinkler systems
- Dry pipe sprinkler systems
- Standard Response Spray Sprinklers
- Quick Response Sprinklers
- Extended Coverage Sprinklers
- Recessed Sprinklers
- Special Purpose Sprinklers
- Residential Sprinklers
- High-Pressure Sprinklers



*Standard Response Sprinklers are Designed for use in Essentially all Applications Including Office Buildings, Libraries, Banks, Theaters, Factories, and Warehouses.*

- **Special-Hazard Fire Suppression Systems** - Special-Hazard Fire Suppression Systems protect the key assets and resources that make a business successful. From computer rooms to fuel-pump islands, rare documents to manufacturing equipment, SimplexGrinnell experts test all elements of special-hazard fire suppression systems and recommend maintenance and improvements.
- **Clean-Agent Fire Suppression Systems** - The top clean-agent systems on the market have ANSUL® written all over them. Choose from SUSTAINABLE technology... INERGEN® Inert Gas Systems or SAPPHIRE™ Systems with 3M™ Novec™1230 Fluid. Clean-agents protect sensitive electronics and irreplaceable assets found in facilities across various industries: data processing, communications, industrial, marine, aviation, medical, finance, and cultural/historical.
- **Carbon Dioxide Fire Suppression Systems** - The original “clean” agent, carbon dioxide suppresses fire without leaving behind an agent to damage sensitive equipment. And because there is no agent to clean up, an operation is back in business faster. To provide the most economical system arrangement without sacrificing performance, we offer both High and Low pressure systems including the exclusive ANSUL® “Mini-Bulk” tank technology.
- **Detection & Control Equipment** - When automatic 24/7 fire protection is required, select from our complete line of Simplex Fire Alarm Control Panels and AUTOPULSE® detection, control and fire suppression system release panels. Detection options include smoke, heat and flame detection. Also, consider our VESDA® aspirating smoke detection technology.
- **Kitchen Fire Suppression Systems** - Today's high temperature appliances make Kitchen Fire Suppression Systems essential. Our semi-annual, 21 point assessment will keep owners up-to-date on ever-changing requirements, keep personnel safe and prevent loss and damage. A specially trained SimplexGrinnell professional inspects all elements of these important safety devices.

Over 1,000 times a day, fires ignite in commercial kitchens. The failure of a suppression system to operate properly will prove very costly. With today's high-temperature appliances using oil and solid fuels, it's essential that kitchen fire suppression systems stay in good operating condition.

SimplexGrinnell provides kitchen's fire suppression and range hood system. From design through installation, our services reflect an understanding of each facility's special requirements. Our experienced personnel understand key deadlines must be met and we realize disruption must also be minimized.

Every SimplexGrinnell system is uniquely designed and specified. Our personnel ensure each system minimizes risk and is designed to protect each kitchen's occupants. Our designers use the most advanced procedures to define each detail of the total system. Each system is fully tested and approved prior to being turned over to our customers.

Our goal is to reduce our customer risk through education, state-of-the-art hardware, expert installation and ongoing service. This approach provides the best defense against kitchen fire loss.

- **Emergency Lights** - SimplexGrinnell will help make sure Emergency Lights work when they are needed. Our emergency lighting service goes far beyond the simple 'Button test.' We will thoroughly test and inspect the entire system to ensure proper operation. All SimplexGrinnell tests and inspections are in accordance with NFPA 101 (Life Safety Codes). SimplexGrinnell can help ensure compliance with safety codes and reduce the probability of injury while decreasing the risk of liability to property owners and employers.
- **Monitoring Services** - Our monitoring service gives the ultimate peace of mind, around-the-clock electronic surveillance of facilities. We are the only national UL-Listed service with a total focus on commercial facilities. First, we will integrate safety systems with our Central Monitoring Station, the industry's most advanced. Then we will monitor a building 24/7. In an emergency situation, SimplexGrinnell will notify authorities, guide emergency personnel to the scene and keep owners informed. We will even initiate an emergency action plan.

SimplexGrinnell can provide around the clock electronic monitoring for trouble and alarm conditions throughout each facility for hardware that supports dial-out functions. Every second, SimplexGrinnell is actively monitoring many businesses throughout the United States, helping them reduce the risk of loss.

In the event of an alarm emergency, the SimplexGrinnell Central Monitoring Station will notify agencies / individuals chosen by our customers. SimplexGrinnell technicians continue to call the customer contact list until they successfully reach someone. SimplexGrinnell personnel located in the Central Monitoring Station can communicate instantly – by phone, cell phone, fax, or pager – with anyone in the United States. Alert situations are brought up immediately on the screen, along with a profile containing all pertinent information such as:

- The nature of the incident.
- The person or persons to be contacted.
- The procedure to follow in case of emergency.
- The location of where the call is originating.
- Identification of whether a smoke detector, air duct detector or heat detection alarm has been activated.

The center is staffed with rows of customer service representatives wearing headsets that carefully watch computer screens, and interpret information that can mean life or death to people thousands of miles away. If a fire or security event occurs, it triggers a sensor at the customer's site that activates an automatic phone dialer in an alarm control panel that, in turn, is pre-programmed to call the monitoring center.



When the call is completed through the public switched telephone network, the alarm control panel sends an alarm message to the central station for processing and response. Calls received this way show up as status lines on the center's workstation screens. Each status line is keyed to a database of information that includes the emergency contact information. An operator need only click on a contact name and number to dial out to warn customers and contact personnel.

- **Nurse Call Systems** - Our Nurse Call solutions provide state-of-the-art technology and offer a high level of functionality and durability. These systems also provide ease of operation for nursing and administrative staff. Our systems provide easy to use nursing control station's that provide all required functions with just the touch of the screen. Our proposed products and services will improve patient care/response by:

Ensuring that the patient always feels that assistance is just a pushbutton away and that confirmation of a response is immediate.

Providing information to a mobile work force in such a way that it is part of their normal routine and does not cause interruption due to re-directing workflow or even re-orienting attention as a result of how the information is presented.

- **Infant Tagging** - SimplexGrinnell Infant Tagging solutions provide peace of mind for parents, caregivers, etc by offering security and tracking of infants and mother-baby matching. These systems also offer simplified operation to easily integrate into the daily responsibilities of nursing and administrative staff.

SimplexGrinnell offers the TotGuard solution, a high-end security system specifically designed for use in Labor & Delivery Department. In addition to providing portal exit protection and alarming, TotGuard can detect when a transponder (tag) has been removed from a wearer. TotGuard is the only system that offers disposable umbilical cord tags.



For example, a tamper alarm is activated when a signal from the tag is received, indicating it has been tampered with or removed. Tamper alarms are reported to the System Console via the communications network and the System Console displays alarms with a flashing red icon and an alphanumeric description of the patient's identity and photo.

- **Wandering Resident** - SimplexGrinnell Wandering Resident solutions provide peace of mind for patients, caregivers, etc by offering security and tracking of residents. These systems also offer simplified operation to easily integrate into the daily responsibilities of nursing and administrative staff.

Wandering residents and patients can be a challenge in today's busy Nursing Homes, Care Centers and Assisted Living Facilities. With the increasing focus on quality of life and person-centered care planning, providers are seeking ways to reduce the use of restraints and medications. In addition to providing dignity, mobility, and a safe environment to wandering residents and patients, the AllGuard protection system provides staff members with more time to focus on resident and patient care.

AllGuard automatically contains potential wanderers by locking doors or holding elevators until either the wanderer leaves the alarm zone or a staff member intervenes. With one of the smallest, longest lasting, and waterproof wrist tags available in the market today, RoamAlert Plus provides maximum control of facility exit points while minimizing unnecessary staff interruption.

AllGuard uses modular components to not only suit JFK Memorial Hospital's budget, but also allow for easy growth and expansion. Individually customized for each facility, the AllGuard system allows each client to choose the options that fit their requirements.

- **Emergency Communication** - SimplexGrinnell also offers a single integrated communication system used for telephone paging, and highly intelligible broadcast messages and emergency voice evacuation. The SAFEPATH® Supervised Audio Facility Equipment is the first UL Listed supervised system to offer this unique multi-functionality.

This solution helps to guide people to safety during fire or other emergencies and warn potential victims of dangerous environmental conditions or security threats.

Buildings and complexes must be capable of broadcasting highly intelligible emergency messages in order to save lives. It is not enough to install loudspeakers that blast unclear messages to already disoriented people within a building or even in external locations. Design is the key. Appropriate speakers are strategically placed such that communication is not only heard within the structures, but also understood in the identified outside areas as well, for a comprehensive and seamless solution.

Safety and security will be optimum when warnings are understood and heard clearly from all locations so that people have enough time to follow planned responses.

- **Visual Communication** - SimplexGrinnell's new Text Messaging Appliances offer the latest capabilities in providing the clear visual display of messages tailored to specific emergency or non-emergency conditions. This highly visible, multi-color (red/yellow/green) light emitting diode (LED) display can display messages readable to distances of approximately 200 feet away.



The TrueAlert Visual Display Can Provide Useful Messages Under Normal Circumstances and Life-Saving Direction in Emergencies.

The Simplex TrueAlert Display is a UL-Listed IDNet addressable device that is controlled, monitored, and powered by one or more Simplex 4100U fire alarm panels. The True Alert text messaging appliance displays automated emergency messaging but allows custom end user messages to be displayed as well. Informative end user messages are overridden in the case of an emergency and a designated emergency message is displayed.

Simplex TrueAlert Displays provide situation-specific visual messaging that can complement the voice messaging capabilities of the 4100U. The visual text messaging display is an ideal solution for the hearing impaired or for noisy environments where auditory voice messaging is ineffective.

- **Personal Communication** - SimplexGrinnell offers personal communication technology that offers many benefits including:
  - Improve response time in emergencies by ensuring instant delivery of important information in a consistent manner, minimizing loss of life, property damage, and financial impact
  - Free up key personnel to perform critical tasks by automating manual, time-intensive processes
  - Improve effectiveness by eliminating potential failure points due to human error
  - Reduce miscommunications or misinformation with accurate, consistent messages



- Increase outreach through process efficiencies that enable more frequent communications
- Comply with legal communication-related regulations through real-time and historical reporting
- Plan ahead for various emergency situations—such as natural disasters, power outages, and pandemics—by setting up communication scenarios in advance.
- Manage the system easily and cost-effectively—no expensive hardware, software, updates, or maintenance with flexible data management options
- Feel confident with maximum data security through our Oracle/Linux platform and built-in redundancy at every level
- **Interior Communication** - New capabilities in digital information transmission, processing, and control offer the opportunity for comprehensive auditory and visual messaging, tailored to situation and facility. A logical development, spearheaded by SimplexGrinnell is the incorporation of such advanced messaging capabilities directly into Fire Alarm Systems.

As SimplexGrinnell has spearheaded these developments, we have paid careful attention to changing government regulations as well as an abundance of codes and standards. Our systems have been developed to meet all applicable industry codes and standards, thereby ensuring widespread applicability of our technology solutions. We are providing a comprehensive approach to the design, installation and enforcement of signal applications in alarm systems.

- **Campus Duress Alarms** - SimplexGrinnell has teamed with Iwatsu Electric, Ltd. to offer the 5195 SimplexGrinnell Advanced Digital Information Exchange (ADIX) PBX System. Many of the proposed system components have been designed and developed by Iwatsu engineers. Iwatsu was established in 1938 and has supplied over 60 million telephones to customers throughout the world

The SimplexGrinnell 5195 ADIX Digital PBX System offers the latest in digital microprocessor controlled telecommunications technology. Digital solid-state components provide quiet, reliable, long-life operation. The SimplexGrinnell 5195 system provides a cost effective package that is capable growing to meet future user and industry requirements. The system's architecture supports our standard 5195 universal trunk and station telephone cards system-wide that control all digital telephone activity. The 5195 has a distributed control multi-microprocessor architecture that uses digital speech paths for clear, noise free audio reproduction of voice and data. A host of programming and operational features are supported throughout the network from a single point of administration. System wide changes are easily made. Non-blocking telephonic links within the 5195 system ensure the user obtains intercom dial-tones every time they pick up their phone.

## Johnson Controls Fire Systems

We offer fire controls systems designed to meet the needs of everything from a small stand-alone system to a large integrated network. We offer fire alarm systems designed to meet the needs of small and large facilities — and to integrate seamlessly with our other building management security system technologies. Our Intelligent Fire Controllers can integrate with Johnson Controls Metasys® Building Management System, providing far greater control over building protection and performance. We will work with OMNIA Partners members to tailor a system to their specific requirements.

Johnson Controls life-safety solutions range from stand-alone panels to networked systems integrated with your building management systems. We incorporate the latest technologies such as centralized control, interactive video, identity credentialing and video-based detection for an added level of

protection, compliance with government standards, and to assist first responders. Whether you need systems for a single-story building or a multi-building campus, we can tailor a solution to fit your needs.

#### Product Types:

- **Intelligent Fire Control Panels** - Intelligent Fire Control Panels that offer modularity, easy system planning and integration with our Metasys® Building Management System.

Johnson Controls Intelligent Fire Controllers (IFC) can zero in on each device and identify its specific location and status, saving time, and confusion in an emergency. As your business needs change, the modular design of our controllers lets you network additional panels or add new devices as your facility grows. This flexibility means substantial cost savings in your investment.

Best of all, you can integrate IFC systems into Johnson Controls Metasys® building management system. The result is a single network that seamlessly integrates your life-safety and building controls systems, providing greater visibility and control over the performance of your building.

- **Intelligent Fire Integrator** - Intelligent Fire Integrator for linking to third-party systems and Intelligent Fire Annunciator for centralized information access

The IFI is a single point of control for your fire and life safety systems. This integrated facilities monitoring network links your IFC series fire alarm system to other 3rd party systems. From a single workstation, your facility manager can view and manage diverse systems from different manufacturers using an intuitive graphical user interface.

- **Mass Notification Systems (MNS)** - Mass Notification System for informing large groups quickly

Our MNS can simultaneously notify multiple people via text messaging, automated voice dialing, desktop alerts, and indoor and outdoor loudspeakers. Each of the following solutions can be custom-built to meet your needs.

- In-Building Systems
  - Audio and visual alerts in and around your building
  - Integrated fire alarm and mass notification systems
  - Notification appliances such as speakers, strobes, LED signage and more
- Wide-Area Systems
  - The same benefits of in-building systems
  - High-power speaker arrays and horn loudspeakers
  - Mobile, portable, wired and wireless options
- Distributed Recipient and Personal Alerting Systems offer the ability to reach a large, diverse, or mobile group with multiple communication needs via:
  - SMS/text messages and pagers
  - Automated voice calls and faxes
  - Email alerts, web postings and social networking sites
  - Pop-up computer notifications

- **JWS - 3 Web Server** - JWS - 3 Web Server to allow remote access to the intelligent fire control network via the Internet or an Intranet

The JWS-3 is an optional web-based device that acts as an HTML server, which allows remote access to the IFC Network. The user can view the history of a fire alarm control panel, event status, device properties, and other information based on pre-defined access permissions. All data available is a “snap-shot” of the data on the IFC Network at the time the browser requested the information.

- **Digital Voice Command** - A multi-channel digital audio evacuation, paging, and firefighter's telephone system

## Johnson Controls Security Solutions

The Johnson Controls' **Security Solutions** team is uniquely qualified in that it can provide consulting, engineering and implementation services in all aspects of security and life safety.

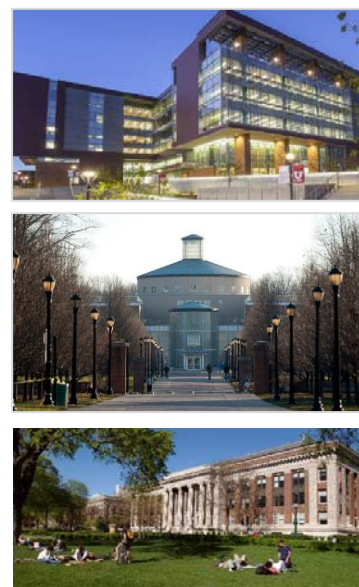
We offer a broad spectrum of security and fire protection technologies and services designed to provide safe, comfortable, and efficient facilities. Our ability to install and integrate the systems that are essential to you results in lower first costs, as well as operational efficiencies. Our security and fire detection solutions encompass protection of people, assets, physical property, and intellectual property.

Johnson Controls has made the necessary investments in resources and people to be able to successfully integrate multiple security systems and building technologies, which allow customers to build upon their existing infrastructure and technology – and prepare for future needs. Design, planning, and maintaining buildings are all accomplished with Johnson Controls serving as the single point of responsibility for the design, installation, commissioning, optimization, and even long-term operation of all fire and security systems.

We will work with OMNIA Partners members to "build with the end in mind," helping them design facilities and equipment that provide for maximum productivity, efficiency, and safety – during the construction phase and throughout the lifecycle of the facility.

### Case Study:

- At the University of Utah we installed a campus wide security system consisting of CCTV and Fire safety systems.
- We installed a campus wide security system at CUNY – College of Stanton Island.
- At the University of MN, the security, system integration project included installation of an IP network, a Johnson Controls IFC2-3030 fire alarm system with digital voice evacuation, 32 amplifiers, active smoke control using exhaust fans and stairway pressurization, emergency paging, Software House access control, American Dynamics digital video recorders and Pelco cameras.



### Types of Service:

- **Security Engineering and Design** - We help our customers plan, specify, and build their security management systems by applying our innovative and comprehensive approach to integrated security management system design. We assist our customers in all phases of this work including schematic design, design development, construction document development, project cost estimating, bidding, construction administration (observation) and (post construction) system implementation services.

Our employees are experts at transforming technology into practical solutions for the full spectrum of security services delivered seamlessly – from Systems Integration (planning, engineering, design, installation, and service) to ongoing Systems Management (maintenance, video/alarm monitoring, badge administration, database management, alarm notification and patrol/response). Our employees have been shaped by decades of experience.

We have helped many customers with costly legacy security systems migrate to an integrated, cost-effective security solution for each of their facilities. Johnson Controls' ability to integrate and manage various components of a comprehensive security system means that customers no longer need separate contracts with several unrelated service providers. Johnson Controls has experience working with all leading security product manufacturers.

We integrate products and services into a practical solution – matched to the needs of our customers. We are willing to assume turnkey responsibility for the entire result. We also have developed a world-class services and support capability to ensure that the solution remains effective throughout its entire lifecycle.

We provide seamless integration for fire management, electronic security, access control, intrusion detection, maintenance management, lighting control, SCADA, information technology (IT), and overall facility monitoring in all types and sizes of buildings, correctional institutions, campuses, military bases, and infrastructure of national and international dimensions. We integrate over **1,000 compatible products** from more than **125 manufacturers**, allowing industry and government to protect investments in systems and products already installed, and to preserve their infrastructure prerogatives for the future.

- **P2000 Security Management System** - Our integrated network access control building technology works seamlessly with our P2000 security management system to help buildings achieve maximum security while increasing efficiencies and lowering costs. Built on open standards and compatible with virtually any third party program, the P2000 can integrate multiple businesses, buildings, and security systems to achieve interactive, real-time security management. The P2000's built-in web browser allows users to access the platform from a central location — or remotely, through web-connected devices. The P2000 works with virtually all current security products, system technologies, and IT networks, including:
  - Mercury Hardware, making it easy to change security solution providers
  - Digital Video Recorders that manage recording, camera and storage functions from a single workstation
  - Metasys® Building Automation System, allowing you to include real-time access and security data
  - HR Databases that integrate your badging system with your HR database to simplify security operations and reduce human error
  - Intelligent IP Door Locks, streamlining installation and enabling real-time communications where it's difficult to install wired locks
  - IP Intercoms that combine live video, intercom requests and open door functionality in one workstation
  - Intrusion Panels, enabling extended control and auditing of your facility's doors
  - Elevator High-Level Interfaces that enable access control integration with your elevator system
- **Video Surveillance** - Johnson Controls is a world-class systems integrator. Our highly skilled team understands your need to reduce risk, comply with regulatory policies, and safeguard your most critical assets. Our ability to install, integrate, and service advanced business security camera systems will help you do just that, in addition to lowering your costs and increasing operational efficiency. We offer the following solutions:
  - Digital video management systems
  - Network and digital video recorders
  - Surveillance cameras

- Advanced analytics
- **Information Protection and Network Security Consulting** - The Global Security Solutions team has the ability to provide specific services in the areas of Information security policy and procedure review and development, network security architecture design, and database integration.

As a key technology contractor, Johnson Controls serves as the Single Point of responsibility for managing the design, delivery, commissioning, and service of all technology systems. Johnson Controls also has the capability to develop a technology plan that considers the long-term needs of an organization's business and optimizes existing infrastructure, helping to leverage existing investments and lower overall project costs.

Johnson Controls' approach to technology contracting helps to balance first cost and life cycle costs, converge individual systems into a technology system, provide for enterprise-level cross communication and help organizations reduce overall risk and improve operations.

Taking a holistic view of the building's systems, Johnson Controls will design and deliver a converged technology solution to support your business objectives. With Technology Contracting, we act as the single point of responsibility for the design, integration, installation, and service of the building's technology, creating an optimized infrastructure, while reducing risk, minimizing change orders, and meeting budget and deadline.

Our technology solutions provide:

- Integrated approach to technology design and implementation reduces risk, minimizes change orders, and meets budgets and deadlines
- Reducing construction costs saves on capital
- An optimized infrastructure cuts installation costs as well as lifecycle costs, reducing implementation costs up to 8-12%
- We manage multiple contractors, and take sole responsibility for making the technology work
- Technology independent integrator works with a market-leading group of innovative partners to create the connected environment that meets objectives
- Operations optimized before buildings are occupied
- **Security Management Consulting** - We help customers evaluate, develop, implement, and maintain their overall security programs through vulnerability and risk assessments, studies and investigations, physical security surveys, security master planning, development of security policies, standards, procedures and instructions, and the development and implementation of numerous, customized security training programs.

Johnson Controls has deep experience managing the full range of security services, from overseeing guard services to performing vulnerability/risk assessments to implementing integrated, state-of-the-art security and fire systems. We have helped a multitude of clients develop an overall security management approach, utilizing a combination of physical guard services in conjunction with cost-effective electronic security solutions for their facilities. Our experience with large, dispersed client portfolios allows us to take a holistic view of a client's security requirements and develop a portfolio-wide solution.

- **Professional Security System Deployment Services** - The Global Security Solutions team has the ability to provide highly specialized services for the deployment of complex integrated security management system projects. These services are built around the custom engineering and

development required to develop, deploy, and operate projects involving Physical Security Information Management (PSIM) and Physical Access Identity Management (PAIM) solutions.

In addition to its full-time staff, the Johnson Controls' Security Engineering team coordinates and partners with many other security technical and engineering employees throughout the world at the many company regional and branch office locations. These adjunct staff members represent virtually every discipline within the security industry and are recognized experts in their specialized fields.

The Johnson Controls' Global Security Solutions team also has established relationships with numerous security industry professional associations and organizations and, when needed, draws expertise and adjunct staff members from these groups to support Johnson Controls projects internationally.

## Recommissioning

Recommissioning is the process of inspecting, testing, and adjusting a building's mechanical and electrical systems to ensure building performance consistent with the original design intent and the owner and occupants' needs.

Value to OMNIA Partners Agencies:

- We can ensure items such as proper airflow and rebalancing the system, replacing motors and variable speed drives, restoring economizer cycles, and enabling hot deck and cold deck reset.

## Specialty Systems

Throughout our many years in energy efficiency, we have gained a lot experience providing additional services for our customers.

Types of Service:

- **Kitchen/Laundry Equipment** - We bring experience redesigning, replacing, and installing major kitchen ventilation, cooking, heating and refrigeration equipment. We have extensive familiarity with large use washing and drying laundry equipment and other specialty equipment for facilities of all sizes. Measures associated with these specialty areas include:
  - High efficiency water heating and ice-making
  - Instantaneous hot water heating and removal of storage tanks
  - Waste heat recovery for dryers and chillers
  - Conversion of electric equipment to gas
  - Water savings measures for recreation, kitchen and laundry
  - Ozonated laundry upgrades
- **Pool Systems/Environment and Recreational Spaces** - We have experience with HVAC, indoor air quality, chlorine management, chemical detection and measurement, lighting, locker room water improvements and related equipment in pool and recreational facilities. Our experience includes the implementation of several improvement measures such as swimming pool de-humidification systems and gymnasium ventilation improvements.
- **Additional Systems** - The following list shows a subset of our specialty system capabilities:
 

<ul style="list-style-type: none"> <li>▪ Loading dock air curtains</li> <li>▪ Ceiling systems</li> <li>▪ Electrical power systems</li> <li>▪ Emergency generators</li> </ul>	<ul style="list-style-type: none"> <li>▪ High efficiency water heating</li> <li>▪ Instantaneous hot water heating and removal of large storage tanks</li> <li>▪ Waste heat recovery for dryers and kitchens</li> </ul>
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- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Laundry systems
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Start-up and commissioning

## Training

By collaborating with Johnson Controls, OMNIA Partners members will have the ability to customize additional training to meet its needs.

The training information included here provides an overview of the options and methodologies available. This will help to promote the efficient and proper use of the facilities by the staff.

To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control.

The program steps include the following:

- Define current maintenance and operating procedures
- Define required maintenance and operating procedures required for new equipment
- Review training options with plant engineering and maintenance
- Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)
- Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application
- Record each session for future use by staff
- On a regular basis, repeat and redesign new needs and re-establish competency on old ones



*A key factor to ensure a successful relationship is to have all facility staff trained and fully knowledgeable.*

- **Johnson Controls Institute** - Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best education sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.

Our training centers offer support from our global company. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our web site at [www.johnsoncontrols.com](http://www.johnsoncontrols.com).

- **Packaged Training Programs** - We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.

The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.

- **Branch and On-Site Instruction** - Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.

Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.

#### **Training Methodologies**

- *On-site classroom training*
- *On-site equipment demonstrations and maintenance procedure review*
- *On-site operations demonstrations*
- *Computer-based training programs (CD ROMs)*
- *Videotaped training programs*
- *Off-site training at the Johnson Controls Institute*
- *Off-site training at selected college campuses in the area*
- *Written training manuals*
- *Written/functional operator manual*

#### **Value to OMNIA Partners Agencies:**

- Our programs can be comprehensive to increase the self-sufficiency of your staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect your investment while maximizing the efficiency of your operations. Through continuous support and professional development, we align our services with your mission.



## Added Value for Education Customers

Johnson Controls can help the education mission of school districts, community colleges, and Universities through internships, learning labs, career training, and student engagement.

**Internships and Co-ops** - Johnson Controls offers internships and co-op programs for University students within our Automotive Experience, Power Solutions, and Building Efficiency business units. Interns generally work on projects related to their areas of study. Johnson Controls provides hands-on experience in a student's educational field, and they will learn to apply their studies to real-world situations whether in the United States, Asia, or the Middle East.

Given the breadth and magnitude of this effort, interns can be engaged in a variety of areas, including engineering, finance, public policy, applied research, and communications. Graduate and undergraduate level students are evaluated based on grade point average, leadership abilities, communication skills, and relevant coursework.

- **Learning labs** - At many colleges and universities, Johnson Controls implements a learning classroom program where we collaborate with the faculty to develop experiential learning. This program provides a unique opportunity for students to learn first-hand the application of facility and renewable energy improvement measures. They will have the opportunity to study monitor, and analyze what has been installed on campus.
- **Career Training** - At Johnson Controls, we understand that beginning a career is daunting. It is the first step to a new stage of life. Johnson Controls helps new college graduates quickly realize their potential with programs that ease students from an academic life into their new professional life and offer mentoring for students as they continue in their careers.
- **Student Engagement** - We have student engagement programs that focus on building energy awareness through educating and engaging students, staff, and faculty on the importance and impact of their behavior on energy efficiency. Johnson Controls' has collaborated with our higher education customers in the development of several customized educational programs to augment a university's curriculum.

### Case Study:

- We recently developed new Sustainability curricula for the University of Hawaii Community College system as a part of our ESPC projects across their campuses on Oahu and Maui. We have student engagement programs that focus on building energy awareness through educating and engaging students, staff, and faculty on the importance and impact of their behavior on energy efficiency.

## **TAB 6 – Additional Required Documents (Appendix C)**

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

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

A completed Appendix C, Doc #1 appears on the following page.

Appendix C, Doc #1

**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.)*

7/7/2020  
 Date

DocuSigned by:  
 David Clark  
 954D4D9988F80CE  
 Authorized Signature & Title

## **b. Antitrust Certification Statement (Tex. Government Code § 2155.005)**

b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

A completed Appendix C, Doc #2 appears on the following page.

Appendix C, Doc #2

**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**

Johnson Controls, Inc.

**Contact**

DocuSigned by:

Thomas Staves

Signature

Thomas Staves

Printed Name

Group Purchasing Organization Sales Manager

Position with Company

**Address**

5757 North Green Bay Ave.,

Milwaukee, WI 53209

**Official  
Authorizing  
Proposal**

DocuSigned by:

David Clark

Signature

David Clark

Printed Name

VP of Commercial Operations

Position with Company

**Phone**

1-443-676-8813

**Fax**

N/A

## c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

A completed Appendix C, Doc #3 appears on the following page.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2020-639167

**Date Filed:**  
07/01/2020

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Johnson Controls, Inc.  
Milwaukee, WI United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

20-04  
HVAC Equipment, Installation, Service & Related Products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is David Clark, and my date of birth is 4/19/1963.

My address is 507 E. Michigan Street, Milwaukee, WI, 53202, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Milwaukee County, State of Wisconsin, on the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.  
(month) (year)

DocuSigned by:



554D4B9988E84CF...

Signature of authorized agent of contracting business entity  
(Declarant)



*Appendix C, DOC # 3***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)

**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>

## d. Texas Government Code 2270 Verification Form

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

A completed Appendix C, Doc #4 appears on the following page.

*Appendix C, DOC # 4***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, David Clark, as an authorized representative of

Johnson Controls, 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.

DocuSigned by:  
  
 554D4D9988E84CF  
 Signature of Named Authorized Company Representative

7/7/2020

Date

## **e. Any additional agreements Offeror will require Participating Agencies to sign**

e. Any additional agreements Offeror will require Participating Agencies to sign

We do not have any additional agreements they need to sign, however, the following page includes an example of our Standard Terms and Conditions that we attach with every quote.

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

#### **TERMS AND CONDITIONS**

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**10. PRICING; PAYMENT.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that

Customer shall not make, nor will JCI accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**12. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**14. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**15. FORCE MAJEURE.** JCI shall not be responsible for delays, interruption or failure to perform due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, cyber-attacks, viruses, ransomware, failures or interruptions to network systems, data breaches, severe weather, fire or any other cause beyond the reasonable control of JCI.

**16. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**17. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**18. CONNECTED SERVICES (APPLIES ONLY TO LARGE-TONNAGE, WATER-COOLED CHILLERS).** JCI will provide a cellular modem ("Gateway Device" owned by JCI) or Customer will supply a network connection suitable to establish a remote connection with Customer's Equipment to permit JCI to perform first- year warranty services, troubleshooting, quarterly health reports, and meet service levels, including remote diagnostic, monitoring and repair services. Customer will benefit from being able to access chiller information from JCI Connected Chillers from a mobile smart device. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. If Customer does not permit JCI to connect via a connection validated by JCI for the Equipment and the service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Connectivity charges are covered under the first year of warranty. Connected Chiller's cellular modem device ("Gateway Device") as well as concierge support service will be covered by JCI in the first year of warranty, (12 months from startup or 18 months from ship date, whichever comes first). After the first year of warranty, Customer is responsible for subsequent years of Connected Chiller Services payable to JCI at current market MLP rates. Unless Customer specifically requests in writing that JCI disable the remote connection, the remote connection will continue to connect to Customer's Equipment until the expiration of the first year of warranty and/or any subsequent years' Service Agreement. Connected Chiller Services shall begin upon startup of Equipment. For Equipment not covered by a current Service Agreement, JCI disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Equipment error or malfunction.

**19. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**20. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

## Doc #5 Special Conditions

A completed Appendix C, Doc #5 appears on the following page.

*Appendix C, DOC # 5***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, Johnson Controls, 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.

DocuSigned by:  
  
554D4D9988E84CF...

Signature of Contractor's Authorized Official

VP of Commercial Operations

Name and Title of Contractor's Authorized Official

7/7/2020

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.**

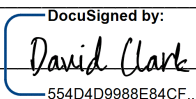
Offeror's Name: Johnson Controls, Inc.

Address, City, State, and Zip Code: 5757 North Green Bay Avenue, Milwaukee, WI 53209

Phone Number: 1-443-676-8813 Fax Number: N/A

Printed Name and Title of Authorized  
Representative: David Clark, VP of Commerical Operations

Email Address: David.R.Clark@jci.com

Signature of Authorized Representative:  Date: 7/7/2020  
DocuSigned by:  
554D4D9988E84CF...

## Doc #6 Questionnaire

A completed Appendix C, Doc #6 appears on the following page.



## Appendix C, DOC # 6

**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

## Doc #7 Bid Bond

Doc #7 Bid Bond - 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."

The following page contains our letter of bonding capacity.



2815 Forbs Avenue, Suite 102  
Hoffman Estates, IL 60192  
Phone: 847-396-7131  
Fax: 866-548-6573

July 2, 2020

Region 4 Education Service Center

**RE: Letter of Capacity & Intent – Solicitation Number 20-04, HVAC Equipment, Installation, Service & Related Products**

To Whom It May Concern:

As surety, LIBERTY MUTUAL INSURANCE COMPANY has been the surety company for JOHNSON CONTROLS, INC. for over 25 years and as such has provided a single bond limit in excess of \$200,000,000 and in the aggregate has a program over \$750,000,000. The current available capacity is \$450,000,000 and current backlog is \$300,000,000.

It is our understanding that JOHNSON CONTROLS, INC. may be submitting a proposal for the above referenced project. Should their proposal be accepted and a contract awarded to JOHNSON CONTROLS, INC., it is our present intention to become surety on the final bonds or bond that may be required guaranteeing performance of the contract on bond forms acceptable to JOHNSON CONTROLS, INC. and LIBERTY MUTUAL INSURANCE COMPANY.

JOHNSON CONTROLS, INC. is a valued customer of LIBERTY MUTUAL INSURANCE COMPANY and we recommend them highly. You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between JOHNSON CONTROLS, INC. and LIBERTY MUTUAL INSURANCE COMPANY and we assume no liability to third parties if we do not execute said bond(s).

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

A handwritten signature in blue ink that reads "Samuel E. Begun". The signature is written in a cursive style with a long horizontal line extending to the right.

Samuel E. Begun, Attorney-in-Fact

Liberty Mutual Insurance Company - Class XV - A

**Member of Liberty Mutual Group**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202409-985949**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Anderson, Samuel E. Begun, Bryan M. Caneschi, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Tanya Nguyen, Aimee R. Perondine, Mercedes Phothirath, Jenny Rose Belen Phothirath, Noah William Pierce, Kristopher Pisano, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba, Jynell Marie Whitehead all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 23rd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of July, 2020.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.