



Johnson Controls RFP Response to RFP #R10-1102

HVAC & Facility Systems, Automation, Installation, Service
and Related Products & Services

2020

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Region 10 Education Service Center
400 E Spring Valley Rd
Richardson, TX 75081

Dear Region 10 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 Region 10 Education Service Center (ESC) members reduce energy costs and improve the energy efficiency of their facilities.

Johnson Controls can support Region 10 ESC members 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.

We thank you in advance for giving us the opportunity to be considered for this opportunity, and we look forward to working with Region 10 ESC members on future projects.

Sincerely,

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

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OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked 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 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are 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.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 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 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act 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.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested 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: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

8/31/2020

Date

VP of Commercial Operations
Authorized Signature & Title

David Clark

Appendix A: Questionnaire Company Profile

1. What is your company's official registered name?

Johnson Controls, Inc.

2. What is your company's Dun & Bradstreet (D&B) number?

006092860

3. What is/are your corporate office location(s)?

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.

4. Please provide a brief history of your company, including the year it was established.

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.

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.

5. Who is your competition in the marketplace?

As a leader in the HVAC, Performance Contracting, Fire, and Security industries, we have many competitors. Some of our top competitors are: Honeywell, Siemens, Carrier, Delta Controls, McQuay, Automated Logic, Schneider, Trane, and Ameresco.

6. What are your overall annual sales for last three (3) years?

Annual sales from the last three years:

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

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

- 2017: \$1,764,971,129
- 2018: \$1,796,081,333
- 2019: \$2,066,592,290

8. What is your strategy to increase market share in the public sector?

Five global megatrends inform Johnson Controls strategies to help customers win. Our Building Technologies & Solutions business are uniquely positioned to make the most of opportunities created by the world's changing demographics and growing middle class; global urbanization; growing energy demand amid shifting supplies; changing sustainability practices and regulations; and increasingly digital technology.

We are future-focused, working every day to deliver on the promise of smart cities and communities. Johnson Controls pursues innovation across the enterprise, constantly asking what is next to stay ahead of change and create the solutions that help our customers win.

9. What differentiates your company from competitors in the public sector?

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.

10. Please provide your company's environmental policy and/or sustainability initiative.

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.

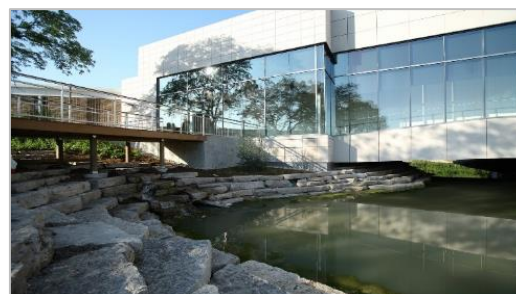
Green Initiatives



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 CO₂e 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 CO2e.

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.

11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

☒ Yes

☐ No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

☒ 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.)

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- a. For a description of our corporate diversity program, see below.
- b. Yes, the products and labor accessible through our diversity program are available to Equalis Group members at the same pricing offered by your company.

Corporate Diversity Program

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

12. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they 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. Disabled Veterans Business Enterprise (DVBE)
 Respondent certifies that this firm is an DVBE ☐ Yes ☒ No
 List certifying agency: _____
- d. Historically Underutilized Businesses (HUB)
 Respondent certifies that this firm is an HUB ☐ Yes ☒ No
 List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
 Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No
 List certifying agency: _____
- f. Other
 Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No
 List certifying agency: _____

Products/Pricing Offered:

13. Please summarize all products and services being offered.

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.

Products



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.

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

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

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

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

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



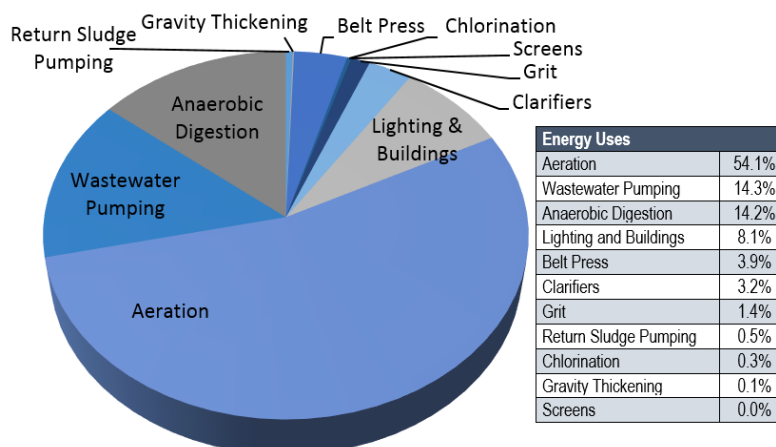
Gunshot Detection

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.

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

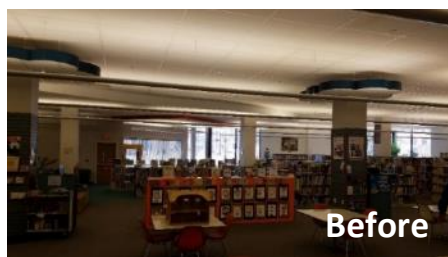
If controls are added while switching from fluorescent to LED, the project can realize additional energy savings.

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.

ESPC Experience

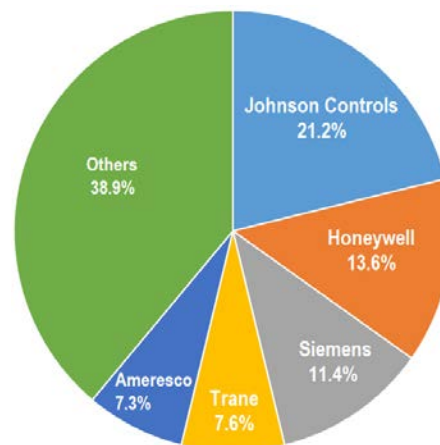
Our company has its very roots in the energy efficiency business. Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat in 1883. His invention launched the building control industry and was the impetus for a new company.

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.



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

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

	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
Total	533

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 Region 10 members:

- 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 Region 10 members:

- 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



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

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.

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 Region 10 members:

- 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 Region 10 members:

- 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 Region 10 members:

- 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 Region 10 members:

- 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 you 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 Region 10 members:

- 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,



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.

making Wyandotte Public Schools the first district in the state of Michigan to achieve this distinction.



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 Region 10 members:

- 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 Region 10 members:

- 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 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.

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 Region 10 members:

- 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 Region 10 members:

- 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.

“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

- 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.

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 Region 10 members:

- 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 Region 10 members:

- 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 Region 10 members:

- 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 Region 10 members:

- 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 Region 10 members:

- 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 Region 10 members:

- 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

Services

Startup and Commissioning Services

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

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)-

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

	SERVICE COMPLETE	
	BASIC	PREMIUM
DESCRIPTION	Factory recommended inspection and maintenance program designed to identify issues preventing covered systems from running efficiently. Recommendations will focus on Johnson Controls 5 Values of Planned Maintenance.	
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.

	SERVICE COMPLETE	
	BASIC	PREMIUM
DESCRIPTION	Inspection and maintenance program designed to identify issues preventing covered equipment from running efficiently. Recommendations will focus on Johnson Controls 5 Values of Planned Maintenance.	Inspection, maintenance and repair program for customers who want budget predictability and protection from unplanned failures of covered equipment.
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.

Installation and Turnkey Contracting

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

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.

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.

Warranty Services

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

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

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.

Equipment Rentals

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

We have rental equipment located nationwide.

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

Professional Services

Each service is available nationwide.

- Engineering, Design, Drafting, Architectural, Data Management

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

We perform engineering and design services for all of our Energy Saving Performance Contracting projects.

Site Surveys

Types:

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

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

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.

14. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

15. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

☒ Yes

☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

16. Does pricing submitted include the required administrative fee?

☐ Yes

☒ No

17. Define your standard terms of payment.

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.

18. Describe the types of funding/financing options and availability.

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.

Performance Capabilities:

19. States Covered - Respondent must indicate any and all states where products and services are being offered.

✕ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

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

✕ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Midway Islands

☐ U.S. Virgin Islands

☐ Federated States of Micronesia

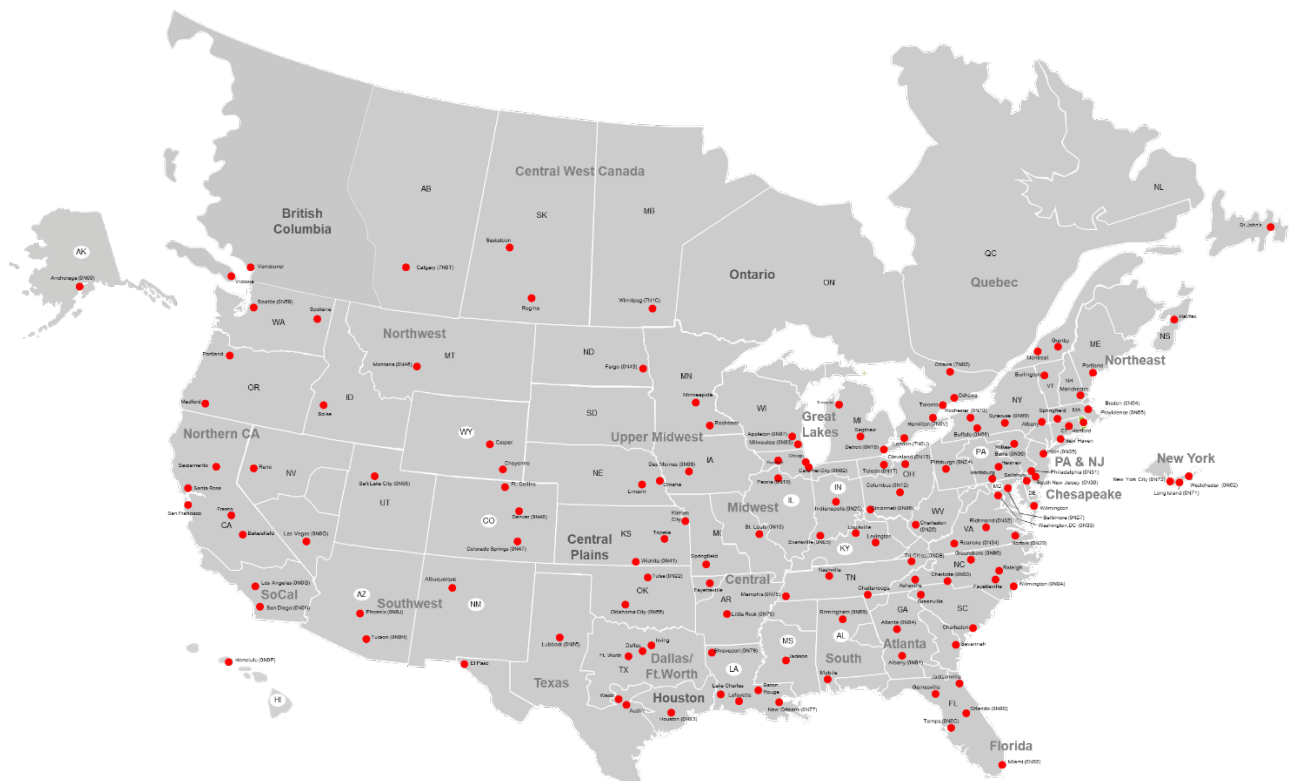
☐ Northern Marina Islands

☐ Guam

☐ Puerto Rico

20. List the number and location of offices, or service centers for all states being proposed in solicitation.

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.



21. Distribution Channel: Which best describes your company's position in the distribution channel:

✕ Manufacturer direct

☐ Certified education/government reseller

☐ Authorized distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other

22. Provide relevant information regarding your ordering process including your firm's on-line catalog/ordering website, and the ability for purchasing group members to verify they are receiving contract pricing.

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

Sales are handled through our account representatives located in our branch offices. When using the 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.

23. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur, particularly what the average downtime is for automated systems (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

Our factory certified technicians work to eliminate or reduce downtimes in our customer's facilities. Because we install and service almost every brand of product in dozens of categories, and because our projects are highly customized, we do not have an average downtime metric to report.

The best way to avoid downtime is to detect and identify a potential issue before it becomes a problem. Through our Connected Services, Remote Operations Center, and Preventative and Predictive Maintenance Services, we have the ability to detect and fix failing or misconfigured parts before the customer is even aware of the issue. Please see our write-ups for Connected Services, Remote Operations Center, and Preventative and Predictive Maintenance Services in our answer to **Question 13**.

24. Describe how your company monitors and reports savings achieved through system automation.

As part of the Performance Contract, project annual guarantee reconciliation and the execution of Measurement & Verification (M&V) Plan are documented in our Annual Performance Period Value Report every year of the term. Savings calculations, analysis, recommendations will be part of it, and 791 Purchasing Cooperative will be able to track the whole project performance year-over-year as well as its annual reconciliation. At the end of the performance guarantee, a final close-out report is delivered with a complete view of the total progress during the term.

25. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.

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.

Each of our company-owned 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

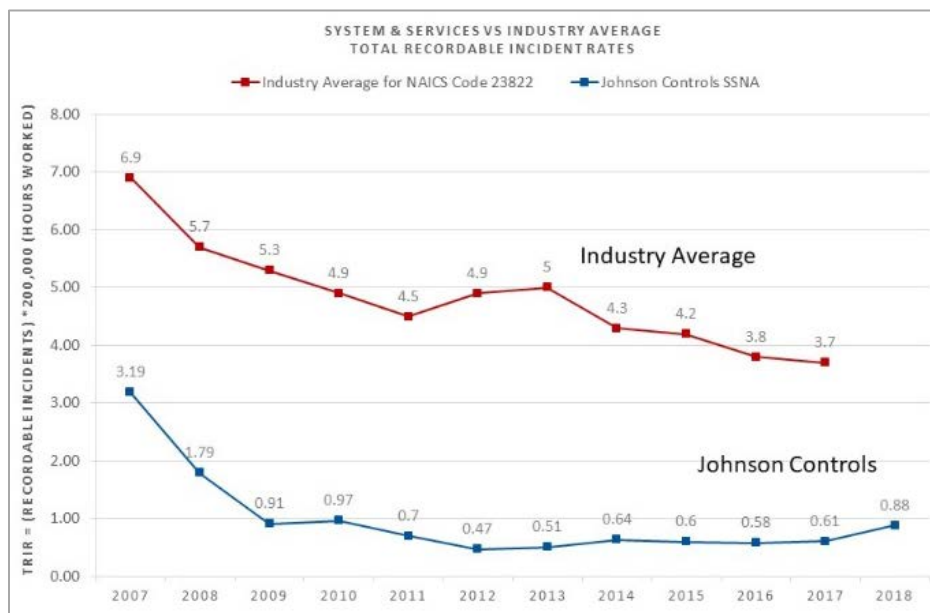
planned maintenance plan commitments, secure service parts for service work, and invoice. All of our service personnel are company employees and our service branches are company owned.

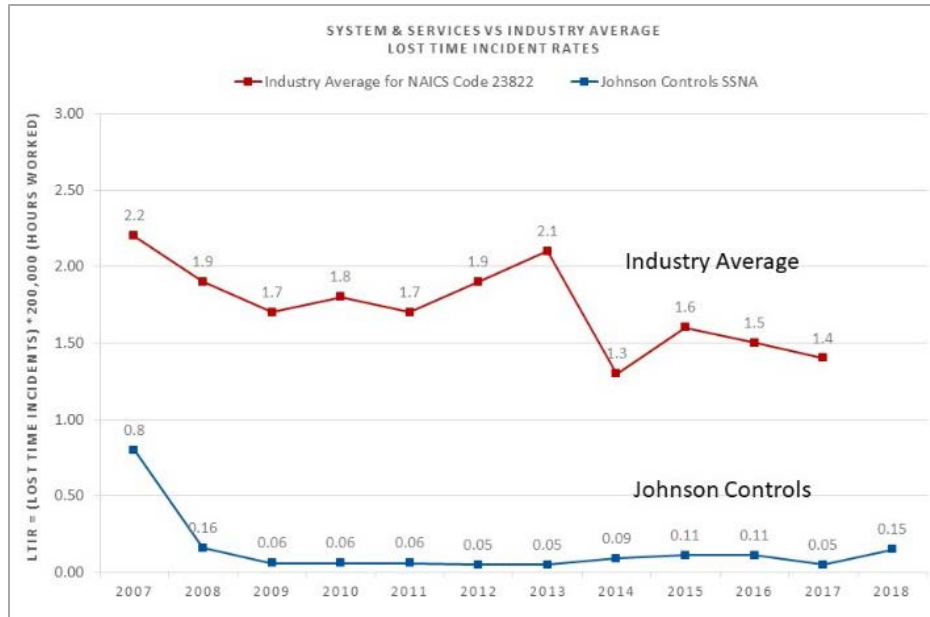
26. Describe your company's ability to service emergency maintenance and repair requests.

We provide 24/7 emergency maintenance and repair services through our branch network. 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.

27. Provide your safety record, safety rating, EMR and worker's compensation rate where available

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

The following page shows our 2019 Worker's Compensation Experience Modification Rating.



Dana J. Robinson
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Megan Farrell
Senior Insurance & Claims Analyst
Johnson Controls Inc.
5757 N. Green Bay Ave.
Glendale, WI 53209

September 26, 2019

Subject: Verification of Experience Modification

Dear Megan,

This is to verify insured program NCCI Interstate experience modification factors applicable for the current year and five prior years for Johnson Controls, Inc., Tyco International Holding S.a.r.l., Tyco International Management Company, LLC, and All Subsidiaries, including SimplexGrinnell LP. The factors are as follows:

Effective Date of Experience Modification Factor	Expiration Date of Experience Modification Factor	NCCI Interstate Experience Modification Factor - JCI	Production Date Experience Modification Factor - JCI	Applies to the Johnson Controls Policy Period
October 1, 2019	October 1, 2020	0.52	8/12/2019	10/1/2019
October 1, 2018	October 1, 2019	0.52	8/19/2019	10/1/2018
October 1, 2017	October 1, 2018	0.56	9/18/2018	10/1/2017
October 1, 2016	October 1, 2017	0.55	9/18/2018	10/1/2016
October 1, 2015	October 1, 2016	0.51	9/18/2018	10/1/2015
October 1, 2014	October 1, 2015	0.49	9/18/2018	10/1/2014
October 1, 2013	October 1, 2014	0.59	9/18/2018	10/1/2013

Regards,

Dana J. Robinson

Dana J. Robinson
Assistant Vice President

document2



28. Describe the capacity of your company to report monthly sales through this agreement.

Our branch network provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Region 10 ESC contract will have the Region 10 contract number and will be logged. Upon customer award, each sale will be reported to Region 10 ESC monthly (or on your desired frequency).

29. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time, and attendance reports, etc. for each eligible agency.

Johnson Controls can provide these reports. Billing reports are flexible dependent upon the customer's needs. For Time and Attendance reports, we only provide these reports on projects that require Certified Payroll. On standard calls, Technicians log their arrival and departures via smart phones.

30. Describe system security and other security measures in place, including network security, specific security protocols, firewalls, ND5, HTTPS, secure socket layer and any other service or measure put in place related to security.

To protect Building Management Systems (BMS) from unauthorized users and computer hackers, the Automation Network supports HTTPS with TLS 1.2 between components, including the Application and Data Server(s), Network Engines, Mobile User Interface (MUI) and Site Management Portal (SMP). Self-signed certificates are installed on supported products, with the option of configuring trusted certificates. Computing devices supplied by the BMS vendor will automatically shut down unused ports to deter unauthorized access.

Multiple-level passwords access protection is provided via roles and permissions. This feature allows the system to base access on a user's job title or role and allow the user/manager access interface control, display, and database manipulation capabilities based on an assigned password.

The Supervisory Controller supports local users, Active Directory users, Microsoft Office 365 users and Remote Authentication Dial-in User Service (RADIUS). Our High Security Supervisory Controller exhibits the same general capabilities as the Large, Dual Trunk Supervisory Controller, but with embedded encryption technology to protect and secure the BMS at the endpoint.

We support the following security enhancements: Common Criteria Certified, Meets Federal Information Processing Standard (FIPS) 140-2 Security Level 2 specification for the use of a cryptographic module, and a tamper-proof housing with alarm notification.

Supported BAS protocols include our standards BACnet IP & MS/TP, LonWorks, N2, Modbus, M-Bus, and KNX.

31. Describe the warranty, including equipment, parts, labor, software, hardware and any other service or equipment that would require a warranty.

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.

32. Describe training provided for all products and services provided.

By collaborating with Johnson Controls, Region 10 ESC 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



A key factor to ensure a successful relationship is to have all facility staff trained and fully knowledgeable.

- 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
- **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.

- **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 Region 10 ESC members:

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

33. What equipment/system support documents will your company provide?

We provide complete manufacturer documentation for all products. When needed, we create and provide design, architectural, and construction documents.

When necessary, our Project Manager will ensure that project documentation is maintained and up to date throughout the duration of the project. We will log and file all meeting minutes, submittals, CAD drawings, e-mails, and other documents in the appropriate quality logs and document filing system. This allows for comprehensive management, tracking, archiving, and retrieval of documentation. Upon completion of the project, we will furnish the customer with reports containing the following information:

- Subcontractor/vendor name, project name, and completion date on the outside of binder
- Cover pages that identify the vendor name, address, phone number, project name, date of completion, and all other subcontractor contact information and project responsibilities
- Table of contents with labeled tabs to index respective items
- Material and labor warranties for each piece of new MEP equipment and material
- O&M instructions for each piece of new MEP equipment and material
- Supplier/vendor name, address, and phone number for each piece of new MEP equipment and material
- Johnson Controls supplied checklists, commissioning reports, and data sheets for all MEP equipment

Our Project Manager will close out the key components of the project after completion of the installation, testing, commissioning, and project acceptance phases. The Project Manager will compile project documents and acceptance of systems along with:

- | | |
|--|---|
| ▪ As-built drawings | ▪ Non-conformance reports |
| ▪ Operations and maintenance manuals | ▪ Certificates of completion |
| ▪ Plans and drawings | ▪ Training records and certification of customer training |
| ▪ Equipment and spare parts lists | ▪ Change orders |
| ▪ Software delivered and archived | ▪ Final invoices |
| ▪ Inspection reports | ▪ Closed punch list |
| ▪ Testing and commissioning reports | ▪ Final waivers and release of liens |
| ▪ System turnover and acceptance reports | |

34. Indicate your company's ability to provide temporary cooling when needed.

In the event of the need for additional temporary cooling capacity, emergency cooling and heating can be quickly added, usually within the same day. Johnson Controls can quickly bring in emergency chillers or boilers and tie them into the system to provide any necessary supplemental cooling and heating capacity.

Qualification and Experience:

35. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact:

Contact Person: Andrew Pergande
 Title: Director of Commercial Operations
 Company: Johnson Controls, Inc.
 Address: 507 E. Michigan Street
 City: Milwaukee State: WI Zip: 53202
 Phone: 1-414-524-6937 Fax: N/A
 Email: Andrew.Pergande@jci.com

Account Manager / Sales Lead:

Contact Person: Thomas Staves
 Title: Cooperative Program Manager
 Company: Johnson Controls, Inc.
 Address: 507 E. Michigan Street
 City: Milwaukee State: WI Zip: 532
 Phone: 1-443-676-8813 Fax: N/A
 Email: Thomas.Staves@jci.com

Contract Management (if different than the Sales Lead)

Contact Person: same
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email: _____

Billing & Reporting/Accounts Payable

Contact Person: same

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: same

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

36. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

City of Austin	
Contact Name and Title	David Ware, Supervisor
City and State	Austin, TX
Phone Number	512-657-9234
Years Served	10+ years
Description of Services	Service and HVAC upgrades
Annual Volume	\$215,132

Lee College	
Contact Name and Title	Tyrone Jessamy, Facilities Management Coordination and Response Division
City and State	Baytown, TX
Phone Number	281-425-6862
Years Served	10+ years

Description of Services	Service
Annual Volume	\$233,583

Sarasota County	
Contact Name and Title	Raymond Ortiz, Administrative Agent, Facilities Maintenance
City and State	Sarasota, FL
Phone Number	941-313-3161
Years Served	10+ years
Description of Services	Controls, service, HVAC upgrades
Annual Volume	\$1.6M

37. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
National Cooperative Purchasing Alliance (NCPA)	02-32	4/30/2021
The Interlocal Purchasing System (TIPS)	170103	Mar-24-2022
	18020301	Apr-26-2021
	18020401	Apr-26-2021
	18010101	Mar-26-2021
Sourcewell	030817-JHN	05/08/2021
	031517-JHN	06/30/2021
	031517-TIS	06/30/2021
	031517-SGL	06/30/2021
Region 19	15-7122	April 30, 2021
	18-7302	August 31, 2021
	17-7245	June 30, 2021
	18-7289	April 30, 2021

38. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

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. We have experienced great growth rates with our cooperative program, with a dedicated team that consistently provides training, marketing, and customer support. We typically do not share our cooperative contacts though they are readily available on the web.

39. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

With over 140 branch locations throughout North America, we cannot provide a comprehensive list of all relevant licensed personnel. We are licensed to do all covered services in all 50 states, U.S. territories, and in Canada. The following list shows some of the licenses and certifications held by our employees.

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

Professional Category	Number of Representatives within Johnson Controls
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

40. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

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.

41. Felony Conviction Notice – Please check applicable box:

- ☒ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- *If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

Value Add:

42. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - i. Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
- h. Announcement within your firm, including training of the agreement with your national sales force
- i. Marketing the agreement to new and existing government customers

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 Region 10 members that we are doing business with to ensure they are aware of our new agreement.

We will partner with Region 10 members 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 and announce the award through applicable social media channels.

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 Region 10 members with a commitment to attend and participate with Region 10, 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 Region 10, 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 Region 10 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 Region 10 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 Region 10 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 Region 10 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 Region 10 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 Region 10 team to help guide these efforts to ensure that our teams are comfortable with how to present the Region 10 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.).



43. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

We will provide our company logo to Region 10 ESC and provide permission for reproduction of the logo in marketing communications and promotions.

44. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

\$ 2M in year one

\$ 4M in year two

\$ 8M in year three

45. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Our cooperative program discounts are based on a national pricing strategy based upon expected sales volumes to be achieved. Our program pricing provides discounts across the board compared to local branch product and labor rates.

Appendix B: 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 Alarm	Discount from list price	List less 15%
Johnson Controls Labor	Local Branch Published Street Labor Rates	Local Branch Published Street Rate less 10%
Preventative Service Agreements (PSA)	Local Branch Pricing Tool Published 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

Appendix C: Certificates

With over 140 branch locations serving all 50 states, Canadian provinces, and U.S Territories, we are unable to provide a licenses, registrations, and certificates due to the volume of the material. Johnson Controls possesses licenses, registrations, and certificates to legally perform all work covered under this agreement. Upon request, Johnson Controls can provide Region 10 members with the licenses, registrations, and certifications of our local teams for relevant scopes of work. A list of licenses and certifications we hold is included in the answer to Question 39.

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.

Appendix D: Value Add

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).
- **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



SimplexGrinnell representatives will carefully examine each customer's requirements and provide a recommended scope of services.

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 Region 10 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 Region 10 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 Region 10 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"> ▪ Loading dock air curtains ▪ Ceiling systems ▪ Electrical power systems 	<ul style="list-style-type: none"> ▪ High efficiency water heating ▪ Instantaneous hot water heating and removal of large storage tanks
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- Emergency generators
- 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
- Waste heat recovery for dryers and kitchens
- 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, Region 10 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.

- **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 Region 10 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.

Appendix E: Vendor Contract and Signature Form

Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____ Johnson Controls, Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ☒ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ☐ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **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.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 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 10 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 and/or material that 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 and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 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 become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at info@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor 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.

11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **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.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **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.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor 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. Vendor 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.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 Maintenance Facilities and Support: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 Franchise Tax: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 Marketing: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 Subcontracts/Sub Contractors: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 Legal Obligations: It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 Venue: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Johnson Controls, Inc.
Address 5757 North Green Bay Avenue
City/State/Zip Milwaukee, WI 53209
Telephone No. 1-443-676-8813
Fax No. N/A
Email address 1-443-676-8813
Printed name David Clark
Position with company VP of Commerical Operations
Authorized signature David Clark

Term of contract November 1, 2020 to October 31, 2022

Unless otherwise stated, all contracts are for a period of three (2) years with an option to renew annually for an additional four (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

10/22/20

Date

Rickey Williams

Print Name

Equalis Group Contract Number R10-1102A

Appendix F: Additional Required Documents

Appendix F: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also 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.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Johnson Controls, Inc.

Title of Authorized Representative: VP of Commercial Operations

Mailing Address: 5757 North Green Bay Avenue, Milwaukee, WI 53209

Signature: David Clark

DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Johnson Controls, Inc.

Title of Authorized Representative: VP of Commercial Operations

Mailing Address: 5757 North Green Bay Avenue, Milwaukee, WI 53209

Signature: David Clark

DOC #3 LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.

David Clark

Signature of Respondent

08/28/2020

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

David Clark
Signature of Respondent

08/28/2020
Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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.

VENDOR Johnson Controls, Inc.

ADDRESS 5757 North Green Bay Ave.

Milwaukee, WI 53209

PHONE 1-443-676-8813

FAX N/A

RESPONDANT

David Clark
Signature

David Clark
Printed Name

VP of Commercial Operations
Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

DOC #6 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 will make 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 and have the form notarized. 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. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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:
2020-660288

Date Filed:
08/24/2020

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
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.

EDUCATION SERVICE CENTER, REGION 10

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.

R10-1102

HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services

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, 53002, 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 28th day of August, 20 20.
(month) (year)

ERIN S ANDERSON
Notary Public
State of Wisconsin

Signature of authorized agent of contracting business entity
(Declarant)

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Johnson Controls, Inc. can confirm the company does not boycott Israel.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Johnson Controls, Inc. confirms compliance with these requirements.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

David Clark

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Johnson Controls, Inc. 5757 North Green Bay Avenue _____ Com
pany Name Address

Milwaukee, WI 53209 _____ City
State Zip

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

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

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? DC
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? DC
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

DC
Does vendor agree? _____
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

DC
Does vendor agree? _____
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

DC
Does vendor agree? _____
(Initials of Authorized Representative)

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

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? DC
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? DC
(Initials of Authorized Representative)

8. Debarment and Suspension:

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? DC
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? DC
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? DC
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? DC
(Initials of Authorized Representative)

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? DC
(Initials of Authorized Representative)

13. Applicability to Subcontractors

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

Does vendor agree? DC
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Johnson Controls, Inc.
Company Name

David Clark
Signature of Authorized Company Official

David Clark
Printed Name

VP of Commercial Operations
Title

08/28/2020
Date

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that 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 present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

David Clark

08/28/2020

Signature of Respondent

Date

DOC #12 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 Respondent 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.)

Name	Address	Interest
Dodge and 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.

David Clark
Authorized Signature and Title

08/28/2020
Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: Johnson Controls, Inc.
Street: 5757 North Green Bay Avenue
City, State, Zip Code: Milwaukee, WI 53209

State of New Jersey

County of all

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 Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent 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 bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid 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

VP of Commercial Operations

Authorized Signature & Title

DAVID R. CLARK

Subscribed and sworn before me

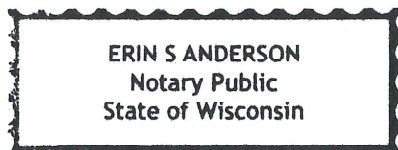
this 28th day of August, 2020

[Signature]
Notary Public of New Jersey Wisconsin

My commission expires per 8, 2022

SEAL

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

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) _____

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

08/28/2020
Date

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national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

David Clark

Signature of Procurement Agent

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 is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html 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) 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.**

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:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. 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:

8. 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
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. 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.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Johnson Controls, Inc.		
Address:	5757 North Green Bay Avenue		
City:	Milwaukee	State:	WI Zip: 53209

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David Clark
Signature

David Clark
Printed Name

VP of Commercial Operations
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☒ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
N/A			

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

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 Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

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☐ Sole Proprietorship☐ Limited Liability☐ Limited Partnership

Partnership

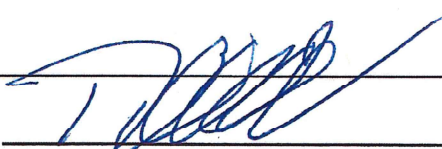

☒ Corporation☐ Limited Liability☐ Subchapter S

Corporation

Corporation

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

Stockholders:

Name: Dodge & Cox	Name:
Home Address: 555 California St., 40th Fl., San Francisco, California, 94104	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>28th</u> day of <u>August</u> , 20 <u>20</u>	 (Affiant)
(Notary Public) 	<u>DAVID R. CEARC - VP COMMERCIAL OPERATIONS</u> (Print name & title of affiant)
My Commission expires: <u>December 8, 2022</u>	(Corporate Seal)

ERIN S ANDERSON
Notary Public
State of Wisconsin

DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

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

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

See following pages for an explanation of exceptions.

JOHNSON CONTROLS (JC) COMMENTS AND REQUEST FOR CLARIFICATIONS

As part of its Proposal, JC respectfully requests that in the event of an award, we have the opportunity to discuss certain terms and conditions of the Agreement with the goal to incorporate certain limited Agreement terms consistent with customary commercial practices for products and services in this industry such as those stated below, and as may be further amended by the parties. The reasons for this request are set forth below:

Warranty. JC seeks to include standard terms and conditions of JC's warranty for equipment and services, including the scope under which its warranty applies and commercially appropriate and reasonable limitations and disclaimers.

Assignment. (if applicable) JC seeks to clarify that it may assign its rights and obligations under this Agreement without the approval of to any of their affiliates, subsidiaries or parent companies or to an entity other than an affiliate, subsidiary or parent company that (a) acquires substantially all of the assets or stock of, merges or consolidates with or into, or acquires a controlling interest in JC and (b) expressly assumes in writing JC's obligations and responsibilities hereunder.

Buy American Requirement: Stipulated in Appendix E: VENDOR CONTRACT AND SIGNATURE FORM ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS Paragraph 11.7 in the RFP: JC cannot commit to provide only products with a country of origin of the United States or of a Trade Agreements Act country at this time because it cannot know in advance what products/materials and/or services will need to be provided in the future during the term of the contract. This requirement will be addressed on transaction-by-transaction bases by JC in the event of an award.

PROPOSED PROVISIONS TO ADD TO THE AGREEMENT

Indemnification— Notwithstanding anything in the Agreement with respect to indemnification, JC agrees to indemnify customer for all damages, losses and expenses with respect to any third-party claims against the customer for personal injury, including death, or tangible property damage, but only for the proportion of damages, losses and expenses caused to the extent by the negligent acts or willful misconduct of JC in fulfilling its obligations under this Agreement. In the event JC is obligated to indemnify the Customer as set forth above, JC has the right, but not the obligation to defend the Customer against third party claims. In the events that JC elects to undertake such defense, then JC shall have exclusive control over the defense.

LIMITATION OF LIABILITY - IN NO EVENT SHALL JCI BE LIABLE FOR ANY DAMAGES RELATING TO THE AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNTS PAID TO JC DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE, WHETHER SUCH DAMAGES ARE BASED ON TORT, STRICT LIABILITY, WARRANTY, AGREEMENT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Payment. All payments are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Invoicing disputes must be identified in writing within (twenty-one) 21 days of the invoice date. Payments of any undisputed amounts are due upon resolution. All other amounts remain due within (thirty) 30 days. Failure to make payments when due will give Johnson Controls, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend software licenses, require go-forward cash in advance payment and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and 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 Johnson Controls' 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.

Price Adjustments. Johnson Controls may increase prices upon notice to the Customer to reflect increases in material and labor costs. For Agreements with automatic renewal, Johnson Controls will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

JC's Proposal constitutes a firm offer regarding JC's prices for equipment and services. Any business relationship between the Customer and JC shall otherwise be subject in all respects to the negotiation and execution of a mutually acceptable Agreement. Please do not hesitate to contact us if you have any questions concerning these comments. We thank you for the opportunity to submit our Proposal.

ATTACHMENTS

ATTACHMENT A: Equalis Group Exhibits

ATTACHMENT B: Pricing

ATTACHMENT C: State Notice

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the following exhibits
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
- Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
- Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE
Equalis Group

Attachment C: STATE NOTICE

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 Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal 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 and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHs INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR

CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT

ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT

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

PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY
SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION

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LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

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

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

NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,
UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS
AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

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