



Johnson Controls RFP Response for
National Cooperative Purchasing
Alliance (NCPA) for HVAC
Equipment, Installation, Service, &
Related Products

Solicitation Number: 17-20

2020

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July 23, 2020

Dear Selection Committee:

Johnson Controls, Inc. (Johnson Controls) is pleased to have the opportunity to respond to the National Cooperative Purchasing Alliance RFP for HVAC Equipment, Installation, Service & Related Products, Solicitation Number 05-16. We view this as an opportunity to bring to bear Johnson Controls' world-class technology and unparalleled services to what we hope is a long-lasting partnership. As a Manufacturer and Mechanical and Controls Services Company, Johnson Controls is uniquely qualified to provide National Cooperative Purchasing Alliance with the best in HVAC Services for several compelling reasons. Most notably, we have an outstanding record of service globally, nationally, and locally. In addition, we have staffs in the Houston, Dallas, San Antonio, and Austin offices that are familiar with the process and procedures of working with a Purchasing Cooperative. Finally, because we strongly feel that we share common core values, in that we strive to exceed our customer's increasing expectations just as National Cooperative Purchasing Alliance is **dedicated to outstanding customer service for a better community**.

We understand the high expectations of schools and governments and, in particular, the increased need for an upgraded, more efficient infrastructure as well as the need for quality and trust worthy partners in fast track projects. As a result, we are confident in our ability to perform in a manner that meets your client's service and renovation requirements. Specifically, we feel that the qualifications highlighted below, among others detailed in the body of this document, distinctly define why we are the best Mechanical Services Company to partner with National Cooperative Purchasing Alliance and Region 14 ESC:

- Over the past 125 years Johnson Controls has been the leader in high-quality building environments and we have been a leader in Mechanical Services and Contracting for decades.
- We have over 170,000 employees globally, **25** branch offices in Texas and an excellent team of mechanical and technical professionals in our many office across the US. These resources will allow Johnson Controls to quickly respond to your client's needs while benefiting from the knowledge of worldwide best practices.
- Johnson Controls is one of the largest Mechanical and Controls Service Companies in the world. We are the manufacturer of York HVAC equipment and Metasys® Controls systems; both of which have been in existence since the 1880's.
- Johnson Controls' partnership atmosphere with its employees has enabled us to build of of the most experienced team of service technicians and field hands. With our diverse portfolio of projects we have gained extensive experience in selecting and managing qualified consultants and subcontractors and have developed a network of proven partners in all of our Branch Office cities.

- The Johnson Controls Institute has long been praised as one of the top training institutions in the corporate sector.
- 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 client's to ensure that any and all incentives are identified and utilized to their full potential.
- We have many decades of experience in working in the schools and government markets. Our national Vertical Market Directors responsible for K-12, Higher Education, Healthcare, Local Government, State Government, Public Housing, and Federal Government will be instrumental to ensure Johnson Controls maximizes the use of this agreement with our customer base. They will assist with the training of our field sales teams about the benefits of the National Cooperative Purchasing Alliance and how to leverage this agreement to the benefit of new and existing Johnson Controls customers. Plus the Vertical Market Directors will work directly with the leaders of each of our internal businesses to continually identify new opportunities for cooperation with National Cooperative Purchasing Alliance.

As our company moves forward as a leader in our industry, Johnson Controls will continue to implement key initiatives and actions to ensure we offer the best-in-class products, installation and service capabilities across power solutions, fire, security, sensors, controls and HVAC to our customers. We will be expanding our presence in the K-12, Higher Education and Government markets through products, services and programs that are driven by our customers.

We recognize that Purchasing Cooperatives face the constant challenge of reducing costs while improving services in an environment of continuous change. Cooperatives have become a widely used tool that helps schools and governments decrease downtime, improve efficiencies, increase productivity and deliver quality built projects. A Mechanical Services contract that correctly addresses these very important issues will bring your client quality projects within budget and on time. We feel that we have much to bring to ensure the success of such projects and ultimately the success of National Cooperative Purchasing Alliance and Region 14 ESC.

In closing, Johnson Controls views cooperative purchasing and group purchasing organizations as important tools to enable our public sector and/or healthcare customers to quickly and easily purchase from our company. To support this commitment, Johnson Controls has a dedicated national team to ensure that we meet and exceed our commitments by

- Aggressively marketing cooperative purchasing agreements like this one to existing and potential public sector customers
- Ensuring all administrative tasks are quickly and efficiently completed to better serve our customers and NCPA and Region 14 ESC
- Setting and achieving challenging revenue goals that demonstrate the success of this program and achieve significant year over year revenue growth attributable to the use of this agreement by Johnson Controls customers



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Andrew Pergande is the Director of this team and will be collaborating closely with Tom Staves, Cooperative Program Manager, NCPA and Region 14 ESC Teams to ensure the success of this program. Andy's business plan for the next three (3) years will be detailed in the Marketing/Sales and Administration sections in this response.

For clarifications on this response, please contact:

Thomas Staves
Cooperative Program Manager
Johnson Controls

thomas.staves@jci.com

443-676-8813

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Tab 1 – Master Agreement General Terms and Conditions

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Tab 1 - Master Agreement General Terms and Conditions

- ◆ Customer Support
 - ▶ The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - ▶ Respondent 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.
 - ▶ The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is 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.

- ◆ Renewal of Contract
 - ▶ Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ISC and the vendor.

- ◆ FundingOutClause
 - ▶ 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.

- ◆ Shipments (if applicable)
 - ▶ The awarded vendor shall ship ordered products within the written estimate or delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

- ◆ Tax ExemptStatus
 - ▶ Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- ◆ Audit rights
 - Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 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

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final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 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 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Licenses and Duty to keep current licenses

- 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 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this 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.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

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◆ 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.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 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.

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- ◆ **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. 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.
- ◆ **Miscellaneous**
 - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- ◆ **Cancellation for Non-Performance or Contractor Deficiency**
 - Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
 - Region 14 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 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
 - Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 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 Region 14 ESC on demand.
- ◆ **Open Records Policy**
 - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
 - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal

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counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

- ◆ Cancellation for Conflict of Interest
 - Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.
- ◆ Registered Sex Offender Restriction
 - Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.
- ◆ Contract's Employment Eligibility
 - By entering the contract, awarded vendor 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. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity 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 awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.
- ◆ Terrorism Country Divestments
 - Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- ◆ Fingerprint Checks
 - If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

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◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

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Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ **Product & Services/Pricing (40 points)**
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)

- ◆ **Ability to Provide and Perform the Required Services for the Contract (25 points)**
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes.)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer

- ◆ **References (10 points)**
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ **Qualification and Experience (15 points)**
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

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- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and agency Training
 - Customer Service
 - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
 - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
 - Green initiative(s) (e.g.; philosophy, certificates, awards)
 - Quality and breadth of value add(s)
 - Other factors relevant to this section as submitted by the proposer

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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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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 Ave
City/State/Zip	Milwaukee, WI 53209
Telephone No.	(414) 524-1200
Fax No.	N/A
Email address	David.R.Clark@jci.com
Printed name	David R. Clark
Position with company	VP Commercial Operations
Authorized signature	

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JOHNSON CONTROLS 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 Customer's contract (the "Agreement"), with the goal to incorporate certain limited contract terms consistent with customary commercial practices for these types of services/equipment 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:

1. **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.
2. **Background Checks.** (If Applicable) As a major supplier of security services, JC maintains up-to-date human resource policies and procedures. Accordingly, JC seeks clarification of those portions of the RFP that impose obligations with regard to employee qualifications other than those contained in JC's current policies and procedures.
3. **Intellectual Property.** (If Applicable) JC seeks to clarify that any work contemplated under the Customer's Contract shall not be made for hire. JC owns the intellectual property rights (if any) and grants to the Customer a royalty-free, non-exclusive license to use the intellectual property rights (if any) solely for the purposes set forth in the Customer's Contract and only for the duration of the contract.
4. **Software.** (If Applicable) The equipment that is not manufactured by JC may contain proprietary software developed, published and/or licensed by others. As a distributor, JC may only pass along to Customer rights that JC has itself received from the manufacturer and/or owner of the proprietary software. Accordingly, JC seeks conforming clarifications to the provisions of the RFP that require JC to provide software maintenance and/or development to Customer.
5. **Liquidated Damages.** (If Applicable) JC recognizes the need for swift and efficient responses and mitigations to delays and will use reasonable commercial efforts to address to the extent such responses are within JC's reasonable control. JC seeks to clarify or delineate the circumstances under and the extent to which the obligation to pay liquidated damages may arise, as well as to define commercially appropriate and reasonable limitations.

PROPOSED PROVISIONS TO ADD TO AGREEMENT

Indemnification— Notwithstanding anything in the Contract with respect to indemnification, JCI 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 by the negligent acts or willful misconduct of JCI in fulfilling its obligations under this Agreement. In the event JCI is obligated to indemnify the Customer as set forth above, JCI has the right, but not the obligation to defend the Customer against third party claims. In the events that JCI elects to undertake such defense, then JCI shall have exclusive control over the defense.

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Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

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 contract. 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.

Respectfully submitted by **JOHNSON CONTROLS Inc.**, on this 20th day of July, 2020

Digitized by:
David R. Clark
Manager's Signature

David R. Clark, VP Commercial Operations

Manager's Name

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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 contract. 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.

Respectfully submitted by **JOHNSON CONTROLS Inc.**, on this 20th day of July, 2020

Executed by:

David R. Clark

Manager's Signature

David R. Clark, VP Commercial Operations

Manager's Name

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Tab 2 – NCPA Master Agreement

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Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 24, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Johnson Controls, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020 referenced as Contract Number 02-90, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of HVAC Equipment, Installation, Service, & Related Products;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- ◆ General Terms and Conditions
 - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
 - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
 - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
 - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
 - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

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14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. 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. The report shall include at least the following information as listed in the example below:

Agency Name	State	Zip Code	Date	PO Number	RQN Number	Sale Amount	Admin Fee (3%)
Total							_____

- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.



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◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	<u>Johnson Controls, Inc.</u>
Name: <u>Matthew Mackel</u>	Name: <u>David R. Clark</u>	
Title: <u>Director, Business Development</u>	Title: <u>VP Commercial Operations</u>	
Address: <u>PO Box 701273</u>	Address: <u>5757 N. Green Bay Ave</u>	
		<u>P.O. Box 591 Milwaukee, WI 53201</u>
Signature: 	Signature: 	
Date: <u>August 24, 2020</u>	Date: <u>7/20/2020</u>	



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NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.ncpa.us

(Direct link is <http://www.ncpa.us/Facilities/Register>)

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

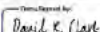
This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date 7/20/2020

RFP Number 17-20

Company Name Johnson Controls, Inc.

Printed Name David R. Clark

Signature 

Tab 3 – Vendor Questionnaire

Tab 3 – Vendor Questionnaire

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

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

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

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

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

♦ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE
- Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB

♦ Residency

➤ Responding Company's principal place of business is in the city of Milwaukee
 State of WI

♦ Felony Conviction Notice

- Please Check Applicable Box;
- A publically 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.

♦ Distribution Channel

- Which best describes your company's position in the distribution channel:
- | | |
|--|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input checked="" type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

♦ Processing Information

- Provide company contact information for the following:
- Sales Reports / Accounts Payable

Contact Person: Phil Gieschen
 Title: Financial Systems Analyst
 Company: Johnson Controls, Inc.
 Address: 5757 N. Green Bay Ave.
 City: Milwaukee State: WI Zip: 53201
 Phone: +1 414 524 3524 Email: philip.c.gieschen@jci.com

- **Purchase Orders**
 Contact Person: Tom Staves
 Title: Cooperative Program Manager
 Company: Johnson Controls, Inc.
 Address: 5757 N. Green Bay Ave.
 City: Milwaukee State: WI Zip: 53201
 Phone: 443.676.8813 Email: Thomas.Staves@jci.com

- **Sales and Marketing**
 Contact Person: Tom Staves
 Title: Cooperative Program Manager
 Company: Johnson Controls, Inc.
 Address: 5757 N. Green Bay Ave.
 City: Milwaukee State: WI Zip: 53201
 Phone: 443.676.8813 Email: Thomas.Staves@jci.com

◆ **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 *Based on a project by project basis Yes No

Tab 4 – Vendor Profile

GENERAL:

1. *Company's official registered name.*

Johnson Controls, Inc.

2. *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.

Building Technologies & Solutions sells its integrated control systems, security systems, fire-detection systems, equipment and services primarily through the Company's extensive global network of sales and service offices, with operations in approximately 60 countries. Significant sales are also generated through global third-party channels, such as distributors of air-conditioning, security, fire-detection and commercial HVAC systems. In fiscal 2017, approximately 27% of our sales originated from its service offerings.

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.

3. *Company's Dun & Bradstreet (D&B) number.*

006092860

4. *Corporate office location.*

5757 N. Green Bay Ave.

Milwaukee, WI 53209

5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration

Job Roles	# of Employees
Sales	3448
Sales Support	277
Service Technicians	(Field) 7963
Engineering Support	351
Administration	377

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contracts at each location with title, address, phone and e-mail address.

All office locations across the United States are potentially involved in this bid. The appendix contains a complete list of office locations. In addition, the Johnson Controls website has a tool readily available to all customers to locate the Johnson Controls branch office closest to them. (<https://www.johnsoncontrols.com/locations/>). When customers contact the branch directly, they will be directed to the Branch General Manager, the Branch Sales Manager, or the Branch Service Manager who will be able to assist them.

Thomas Staves is the NCPA contact for all locations in the U.S. Thomas will be listed as the primary contact for Johnson Controls on the NCPA website and is easily reachable by phone or email. Thomas has direct access to the local branch management and sales personnel and can quickly connect customers to local Johnson Controls personnel who can handle any customer request with respect to the NCPA agreement.

Thomas Staves, Group Purchasing Organization Sales Manager 1-443-676-8813 |
 Thomas.Staves@jci.com

After execution of this agreement, Johnson Controls and NCPA will launch an outreach campaign to educate our branch network about the NCPA and Region 14 ESC Agreement. Together, Johnson Controls and NCPA will provide education about the benefits of NCPA and show our sales teams how to use the agreement successfully to help our customers address their HVAC needs.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

To ensure that our external Group & Cooperative Purchasing partners receive dedicated support across North America, Johnson Controls created a Group Purchasing Organizations department. We are fortunate to have Thomas Staves as the Manager of this important function. Thomas will be the single point of contact responsible for Sales, Sales Support, Marketing, Financial Reporting, and Executive Support. Thomas' resume can be found in the Appendix.

Johnson Controls is a global company and navigating our large organization can be a challenge at times for external partners. Having a single point of contact greatly simplifies working with Johnson Controls. Additionally, it helps ensure that Johnson Controls is always in compliance with the terms and conditions of the NCPA agreement.

Thomas has direct access to our Headquarters, Regional, and Branch teams to drive awareness, lead marketing initiatives, promote training efforts, and ensure that our customers are aware of the benefits of working with Johnson Controls through the NCPA agreement.

Thomas will also ensure that quarterly reporting and all financial and administrative tasks are performed on time as defined in the contract. While Thomas will be your first contact, as we develop the partnership between our organizations, many additional Johnson Controls team members will assist from the Regional and Branch levels. These contacts will also work directly with your team to educate both our Johnson Controls branch personnel and our external customers about NCPA. With Thomas leading our effort, we are confident that going forward we will be able to significantly increase the volume of business Johnson Controls secures using this agreement, and provide our customers with an important tool that will enable them to purchase much needed equipment and at an assured competitive pricing level.

Thomas Staves, Group Purchasing Organization Sales Manager 1-443-676-8813 |
Thomas.Staves@jci.com

8. Define your standard terms of payment

Johnson Controls agrees to initiate payment on all undisputed invoices received from NCPA on the 1st and 22nd of the month on NET 90 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.

9. Who is your competition in the public marketplace?

The Building Efficiency competitors for HVAC equipment and controls in the residential and non-residential marketplace include many regional, national and international providers.

Larger competitors include Honeywell International, Inc., Siemens Building Technologies, Schneider Electric SA, Carrier Corporation, Trane Incorporated, Daikin Industries, Ltd., Lennox International, Inc., GC Midea Holding Co, Ltd., Gree Electric Appliances, Inc., and Greenheck Fan Corporation.

10. Overall annual sales for last three (3) years: 2017, 2018, 2019.

Please refer to the 2017, 2018, and 2019 10-k reports provided in Appendix A.

11. Overall public sector sales, excluding Federal Government, for last three (3) years: 2017, 2018, 2019.

Johnson Controls sales are not published by vertical markets as part of the annual 10K Report. Typically, the public vertical markets are between 30-33% of Building Efficiency's overall direct business.

12. What is your strategy to increase market share in the public space?

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.

13. What differentiates your company from your competitors?

We maximize the advantages of scale and efficiency to build excellent capabilities. We are integrating and applying this operating system across the organization, from manufacturing and logistics to engineering and sales and marketing. In addition, we are earning global recognition, including the 2017 Business Transformation & Operational Excellence award for Best Achievement of Operational Excellence in Manufacturing.

By sharing and standardizing best practices worldwide, we enhance customer success and loyalty. The result is not only improved operating margins, but also greater speed, agility, quality—and growth.

14. Briefly summarize your company's Quality control/Quality assurance program.

"We, individually and as a team, will deliver products and services that consistently conform to our customer's requirements and exceed their increasing expectations."

- Johnson Controls' Quality Policy

At Johnson Controls, we are committed to providing safe, quality products and in a responsible manner, aligning with Johnson Controls values and ethics policy.

In July 2015, Johnson Controls became an American Society for Quality Enterprise Quality Roundtable member and welcomed the opportunity to share information and collaborate with Emerging Quality Leaders Program (EQLP) participants—leaders across multiple industries who strive for quality business excellence. Quality is a core value at Johnson Controls and is the foundation for our manufacturing, installation, and service businesses globally.

In our manufacturing environments, four fundamentals drive quality:

- **Customer Focus:** Exceeding customers’ increasing expectations is critical.
- **Stable Operations Environment:** Standardization, consistency, predictability, and repeatability are fundamental. Problems are instabilities that must be surfaced quickly and solved permanently
- **Zero Tolerance for Waste:** Manufacturing activities that do not add value or fundamentally change the nature of the product or service—as defined by the customer—should be avoided or eliminated
- **Organize Around Pull:** A product should only be manufactured in response to specific demand signals and requests from a customer; materials and resources should be advanced only when downstream processes request them

As an example of the success of our quality program, Johnson Controls received the Energy Star Most Efficient 2016 Designation for the most efficient products among those that qualify for Energy Star. This was the fifth consecutive year that Johnson Controls (York Product Line) earned this recognition.

Quality also plays a very important role in our installation and services businesses. We are committed to delivering quality installations on time and within budget. To accomplish this commitment, our Building Efficiency branches use standard project management procedures, routinely inspect throughout the installation/service, and document/communicate often with the customer to assure the construction deliverable meets the design and performance requirements.



Quality assurance for installation and service projects ensures that our customers are satisfied and is a fundamental requirement to build strong lasting customer relationships as evidenced by our many loyal customers who select Johnson Controls as their preferred provider of HVAC Equipment, Products, and Services.

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

As an indirect, wholly owned subsidiary of a publicly listed company with annual revenue of \$30 billion and over 1,000 facilities around the world, 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 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:

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

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

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

To help our customers reduce their costs:

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

We also help local businesses conserve energy and reduce carbon emissions through our Performance Contracting (PC) business. We have completed over 3100 PC projects over the past 30+ years and have guaranteed more than

\$12 billion in energy and operational savings for our clients.

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

Johnson Controls has 565 active performance contracts with more than \$6 billion in outstanding guarantees for customers throughout North America. The vast majority of these contracts are with public entities.

	Outstanding Savings Guarantees	Active Projects
Federal Government	\$1,951,710,209	71
State Government	\$1,243,977,453	31
Local Government	\$1,017,023,196	168
K12	\$1,005,991,478	165
Higher Education	\$820,828,688	55
Public Housing	\$192,456,202	32
Healthcare	\$163,522,780	21
Commercial	\$80,711,367	17
Other	\$40,203,382	5
TOTAL	\$6,516,424,755	565

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

PRODUCTS:

17. *What is the reputation of your company's products in the public marketplace?*

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

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



Corporate Responsibility Magazine has recognized our long-standing corporate responsibility. Year after year, the magazine ranks

Johnson Controls among the 100 Best Corporate Citizens. The performance of each company is analyzed based on seven key areas: climate change, employee relations, environmental, financial, governance, human rights, and philanthropy.

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

- The 2017 Dealer Design Awards (DDA) contest recognized Johnson Controls for its best-in-class HVAC product design, specifically for its YORK® Direct Fit™ Rooftop Unit and the YORK® Affinity™ products. The contest showcased more than 80 entries across large-scale commercial rooftop units to hand tools.
- In 2013, Metasys® received the Reader's Choice Award from Today's Facility Manager Magazine for the second consecutive year. Metasys® was selected as the leading Building Automation System.
- Johnson Controls was named to the 2015 Global 100 Most Sustainable Corporations Index—the only top sustainability performer in the auto components sector
- China named Johnson Controls a 2015 "Top Employer"
- For the 11th consecutive year, Johnson Controls was included on both the World and North America Dow Jones Sustainability Indices (DJSI)
- Named to Forbes' 2013 World's Most Innovative Companies List for the third consecutive year. Ranked 71st in the top 100 companies
- Named to InformationWeek magazine's list of the 500 "most innovative information technology organizations" for five consecutive years
- Johnson Controls recognized for excellence in greenhouse gas management by receiving the 2014 EPA Climate Leadership Award, one of only 19 given in 2014. Awardees are honored for exemplary corporate, organizational, and individual leadership in reducing carbon pollution and addressing climate change.
- Listed on the following sustainability indexes:
 - ♦ Dow Jones Sustainability Indexes: World & North America

- ◆ FTSE4Good Index Series
- ◆ S&P 500 Carbon Disclosure Leadership Index
- ◆ Calvert Social Index
- ◆ Domini 400 Social Index
- ◆ KLD Indexes
- ◆ Maplecroft Climate Innovation Indexes
- ◆ NASDAQ OMX CRD Global Sustainability Index

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

During the HVAC implementation process, short-term temporary cooling or heating will be placed and/or required for specific areas. A plan will be co-developed that minimizes disruption to end users. Our temporary cooling will be obtained through rental if need be.

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

On-line product support documentation for customers is available at:
<http://www.johnsoncontrols.com/buildings/services-and-support/product-literature>

The following information is available through the QuickLit link
(<http://www.johnsoncontrols.com/buildings/services-and-support/product-literature/quicklit>):

- System & equipment testing, start-up and commissioning data
- As-built drawings
- O & M manuals
- Start-up and service guides
- Product literature
- Service bulletins

20. Identify the process of receiving a purchase order to the ordering of equipment.

Upon receipt of a purchase order the following steps are performed:

- Confirm receipt of P.O. and customers desired delivery date
- Distribute submittals that include technical documentation contained within the product catalog (scale drawings, performance metrics, installation steps, operation instructions, etc).
- Obtain customer review and approval of the order
- Order placement
- Confirm expected delivery date with customer

21. Describe your company's shipping schedule notification procedures.

The shipping schedule notification process is standardized. Products and product categories have standard lead times that are communicated and available internally from manufactures. Within 2 weeks of order placement, the customer receives a confirmation with the expected receipt date. Two days prior to arrival, the customer receives another notification of shipment with the expected arrival information.

22. Describe how your company deals with shipping delays. How do you notify your customer of delays?

Delays are dealt with on an exception basis and customers are notified by their primary local contact to ensure the impacted customer contacts are aware of the delay and can plan for the change in delivery date.

23. Provide your shipping schedule reporting form. How many times do you update?

The appendix to this response shows a sample shipping schedule reporting form. Scheduled shipping reporting forms and information are distributed to customers after confirmation of purchased equipment. We provide updates if there are any changes to planned schedules. Internally lead-time reporting is available from our manufacturing factories. These internal lead-time schedules are continuously update as lead times for specific products or product groups change.

24. How many products do you stock? Where?

Many of our products are stocked and immediately available. We have a stock and quick ship program that provides our product categories and specific products that are quickly available.

25. What is your percentage of on-time delivery at each manufacturing plant?

This information is confidential and cannot be disclosed without prior approval from Johnson Controls.

26. Describe any direct order entry system or capabilities your organization has such as internet capabilities

Selection and ordering of HVAC equipment is typically an engineering exercise. In each of our branches, we have equipment, controls, and security & fire sales engineers who are dedicated to assisting our customer select the equipment and the necessary add-on features required to achieve the desired functionality. In addition to equipment selection, our local sales engineers can provide additional support such as: customized specifications; assistance with sequences of operation; insight into how to cost effectively integrate new equipment into existing building systems to optimize the building environment while minimizing both first and on-going costs; equipment selection options; and pricing options.

27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

Electrical assemblies are either listed with UL or ETL. Additionally, many products have industry certifications such as AHRI and ASHRAE. Contained within each product spec are applicable compliance and industry certifications.

28. If your product is defective, what is the replacement process and turnaround?

For equipment or products under warranty, the part is replaced per the warranty terms and conditions. The local service branch typically communicates the expected lead times for replaced parts or equipment.

29. What is the capability of your company to respond to emergency/rush orders?

As highlighted in question #23 many of our products are stocked and immediately available. We have a processes and programs focused on immediate stock and quick ship programs to meet customer's emergency needs.

30. State whether your company provides a quality guarantee on your products. If so, please describe.

Yes, we provide customers quality guarantees. The terms and conditions of these guarantee is published in our warranty terms and conditions.

31. Describe your procedures to monitor the quality of your products.

Quality is part of Building Efficiency's (BE) 10-Year Marker, and part of our culture. Building Efficiency Quality's purpose is to improve overall customer satisfaction of our products and services and drive quality improvement across all departments. Customer satisfaction and loyalty are achieved by significantly reducing warranty, improving outgoing quality levels, and developing products and services that exceed our customers' increasing expectations. The 4 strategic pillars of BE's quality commitment are Product Development Process, Supplier Quality, Manufacturing Quality and Field Quality. The total quality process is detailed in Building Efficiency's Quality Manual. This Quality Manual describes the Global Quality Management System (GQMS)

The GQMS is based on the ISO 9001 Standard process-based quality management system and aligns to the following five parts of the ISO 9001 Standard:

- Part 1 – Quality Management System (section 4 of the ISO Standard)
- Part 2 – Management Responsibility (section 5 of the ISO Standard)
- Part 3 – Resource Management (section 6 of the ISO Standard)
- Part 4 – Product Realization (section 7 of the ISO Standard)
- Part 5 – Measurement, Analysis and Improvement (section 8 of the ISO Standard)

The GQMS establishes the standard framework for a quality management system for Johnson Controls Building Efficiency Manufacturing sites. This framework is intended to be consistent with the stated requirements for quality management systems as prescribed in the ISO9001 standard along with additional requirements as per standards established within Johnson Controls.

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.

Johnson Controls offers a variety of extended parts and/or labor options available for purchase either pre or post shipment. Extended warranties can extend up to 10 years. For example, York offers the following standard extended warranty options for chillers:

- Entire unit, parts and labor
- Entire unit, parts only
- Drive train (motor/compressor), parts and labor
- Drive train (motor/compressor), parts only
- Refrigerant (requires entire unit extended warranty for the term of the extended refrigerant warranty)

In addition to extended warranties, Johnson Controls offers “connected” warranties for chillers. Connected Warranties from Johnson Controls are an advanced coverage option offered on our water-cooled, large tonnage chiller systems equipped with Optiview™ panels. Connected Warranties enhance our ability to protect your equipment through our Connected Chiller technology. At start-up, a secure connection to our Remote Operations Center will be installed for the duration of the warranty period. This means that:

- Critical alarms are monitored 24/7/365
- Chiller operating data is collected and stored to allow us to analyze and troubleshoot issues
- Operating and trend data can be provided to our local, regional and global experts as needed to resolve issues

33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

Local and state agency agreements are managed regionally. We are not aware of any agreements that are applicable to all states or local agencies for extended warranties. Extended warranties are available.

34. What is your standard warranty on Building Automation Controls?

Johnson Controls Building Automation Controls are backed by either a full one-year or three-year warranty, depending upon the type of component.

35. What is your standard warranty on replacement parts?

Johnson Controls' repaired and reconditioned parts are backed by either a full one-year or three-year warranty.

36. *How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?*

We deploy an electronic warranty system to record and maintain documentation regarding warranty replacements.

37. *What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?*

We will honor pricing in all states to customers who are customers of NCPA, commit to using the NCPA tool to purchase HVAC Equipment, Products and Services and so indicate on their purchase order to us.

SERVICES:

38. 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.

Although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. This is why we have over **7,000 front-line service providers** nationwide in over **140 branch locations**.

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

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

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



7,000+ front-line service providers nationwide; delivery technical and maintenance services, including controls, mechanical, and electrical. They support over 18,000 current maintenance contracts.

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

Remote Operations Center (ROC)

Today's complex facilities need experienced operators watching over the building, identifying issues and correcting problems, before they impact occupants or operations. The Johnson Controls owns and operates a Remote Operations Center that provides a dedicated team of certified building management professionals to monitor our customers' building systems: security, fire, HVAC, building automation, lighting, refrigeration, electrical and more. The following remote services are available twenty-four hours a day, seven days a week, and 365 days a year.



- Fire & Security Monitoring
- Intrusion/burglar alarm monitoring
- Critical point monitoring
- Elevator phone monitoring
- Supervised opening/closing
- UL Factory Mutual ensures operational standard are maintained by our Remote Operations Center

Our depth of knowledge assures correct prioritization and response to alarms when they occur. When an alarm is received, our system automatically assigns the customer's own unique and customizable alarm handling actions for the alarm, resulting in timely response to minimize loss and/or maximize potential for defeat of the threat, compliance with legal requirements for fire systems and insurance carrier requirements, and accurate records of alarm activity for audit needs.

Johnson Controls can monitor all types of equipment and systems in your building for critical alarms or other conditions, and respond with customer-specific protocols. We can enhance this service with remote troubleshooting and diagnostics to get to the root cause of your problems faster and solve them more quickly. Examples of our systems monitoring capabilities are:

- Building automation and controls
- HVAC equipment
- Lighting
- Electrical systems
- Refrigeration systems

39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.

Our after-hours customer service needs are described in the previous question, #36. Hour average response time varies based upon distance and service criticality. Typically, our branches target an average response time of 2 hours.

40. *Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.*

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

We are a global leader in HVAC technology with significant in-house and field service expertise to support any design, implementation, and service needs. Our technicians are field-trained experts that specialize in improving the reliability and efficiency of customers' plants and systems. Our services optimize assets and achieve measurable life-cycle results through reliable proven processes, facility experts, and technology.

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

We provide:

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

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

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

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

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

Emergency Repair Service

Johnson Controls service team provides emergency and/or call-as-needed service. Dispatched through our 24- hour operation center, professional tradesmen and technicians are available whenever and wherever needed. We have the capabilities to answer emergency calls within two hours of the original call if required by the customer. We also provide next day service for routine service calls.

In addition to the service required, our technicians will suggest ways to improve conditions, as well as alternate methods of operations. If needed, they will contact other specialists to assist with the issues at hand and provide you with written documentation.

41. Please describe the quality program(s) within your company which measures your service work.

Johnson Controls measures the quality of our service work in the following manner:

Customer Satisfaction

First, our service customers are routinely surveyed by an outside firm to determine their level of satisfaction with our service performance. The most important question asked is if the customer would recommend Johnson Controls service organization to others. Customer satisfaction is a key performance indicator for our service branches.

Employee Satisfaction

Annually our employees are surveyed to identify opportunities for our organization to improve. The ability to attract and retain qualified skilled service personnel including service technicians is critical to the long term success of our 140 service branches. One question asked every year is "do you have the tools and resources necessary to complete your job?" We use the information from this question to identify and quickly address issues where our teams, especially our field personnel, do not have the necessary tools, equipment and resources to do their daily jobs. Employee satisfaction is also a key performance indicator across all of our businesses.

Manpower Utilization

Our Computerized Service Software provides details for standard repair/maintenance task including average number of labor hours required. We measure actual vs planned hours to determine productivities and efficiencies. Also, this best practice measure provides important information to support Johnson Controls’ continuous improvement commitment.

Call-backs

Call-backs are sometimes unavoidable but our service centers document and monitor our call-backs to ensure that our service technicians are providing quality service, on time, and cost-effectively.

42. List your company's standard scope of work performed for preventative maintenance visits.

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



Johnson Controls offers two standard types of preventive maintenance agreements for our customers: basic and premium coverage. The primary difference is that premium coverage includes parts and labor for unscheduled repairs. Typically, our preventive maintenance plans consist of a combination of the following services:

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

DESCRIPTION	SERVICE COMPLETE	
	BASIC	PREMIUM
DESCRIPTION	Factory recommended inspection and maintenance program designed to identify issues preventing covered systems from running efficiently. Recommendations will focus on Johnson Controls’s Values of Planned Maintenance.	Factory recommended inspection, maintenance and repair program for customers who want budget predictability and protection from unplanned failures of covered systems.
Recommended Number of Visits	4 annual visits (1 operational, 1 comprehensive - customizable to your needs)	4 annual visits (1 operational, 1 comprehensive / customizable to your needs)
Scheduled Operational Inspections	✓	✓
Scheduled Comprehensive Maintenance and Data Backup (if applicable)	✓	✓
Scheduled Service Parts*	✓	✓
Prioritized Unscheduled Service	✓	✓
Unscheduled Repair Parts†		✓
Unscheduled Repair Labor‡		✓
24/5 or 24/7 Extended Service Hours		Optional
After-Hours Emergency Call Center	✓	✓
Industry-Leading Safety Program	✓	✓
Factory-Trained Technicians	✓	✓
Dedicated Customer Service Representatives	✓	✓
Customer Portal - Online Access to Service History and Documentation	Optional	Optional

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

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

DESCRIPTION	SERVICE COMPLETE	
	BASIC	PREMIUM
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.

43. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.

Johnson Controls does not separately report dollar volume for maintenance. Maintenance revenue is one component of our overall Services revenue. For 2017, our Services revenue was \$6 billion.

44. Describe your call center organization.

Please see our description of our Remote Operations Center in question #36.

45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

Yes, please see the information provided in questions #36 and #38.

46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

Our North American branch offices are organized to enable local decision-making. The primary responsibility for each branch lies with the Branch General Manager, but our employees are also empowered to make decisions in each of their roles. This helps ensure that issues are addressed quickly and to the satisfaction of our customers.

That empowerment begins on the front line with our service technicians. They are empowered to escalate a service issue to the branch leadership team and if necessary direct to the technical support of the relevant manufacturing unit.

The Service Branch Manager provides oversight and reviews all work in progress every day to identify potential problems and remove potential roadblocks to completing a service. Customers can also contact the corporate office at 414-524-1200 or through email if they are not satisfied with our work. When customer concerns are received at this level, a “red” flag is raised and the local branch is immediately contacted. The team has 24 hours to respond with a remediation plan.

47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

Because consistent communication is the key to excellence in service, the local Johnson Controls service team has two dedicated local customer service agents that manage all unscheduled service requests during normal business days/hours. A qualified Johnson Controls employee answers and logs all calls to the 24-hour line. We do not pass this responsibility to an outside answering service because we emphasize consistency and accountability in our service organization.

Johnson Controls uses a state of the art Oracle service management system to manage live data. This system enables our team to provide consistent and effective service while managing the following:

- Unscheduled Service/work orders
- Material procurement
- Labor including time sheets
- Expenses
- Proof of service
- Consistent billing by individual agreement requirements

Additionally, all field personnel use an Oracle smart phone app to deliver critical service and billing information instantly. These devices help our team eliminate communication errors and result in a greater ability to satisfy our customers. We equipped our entire service fleet with global positioning systems to better manage response times for service requests, reduce wait times, and increase efficiency. The following graphic describes our process for receiving and responding to service calls.

Each of our service branches has a 24/7 local service contact number and a toll-free number. We have both contact methods in place to satisfy all of our customers. The local service organization includes dedicated office personnel who receive and process service requests, manage our planned maintenance plan commitments, secure service parts for service work, and invoice. Typically, our service work is not invoiced until the work is complete. It is extremely difficult to estimate the time it will take for each step in the service process. Below is a very high-level diagram of the process with estimated times. Our local service teams are experienced in balancing the many customer service requests received during the course of the day with the resources and skills available. The objective is to provide customers with service that meets or exceeds their expectations.



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

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

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

48. What technology such as GPS tracking does your company use to track completion of repairs?

Each service vehicle has GPS to ensure that our technicians respond quickly and safely to all customer requests. The GPS is especially critical in metropolitan areas where traffic issues are routine. In addition, each service technician is equipped with a mobile device that can send and receive information between the field and the office such as daily time, purchases, job notes, and other requests. It connects the field technician to Johnson Controls' technical support and with the customer's permission can enable the technician to connect to the customer's building automation system to remotely diagnose and troubleshoot problems.

49. What is the reputation of your company's service in the public marketplace?

We have a net promoter score of 60.

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

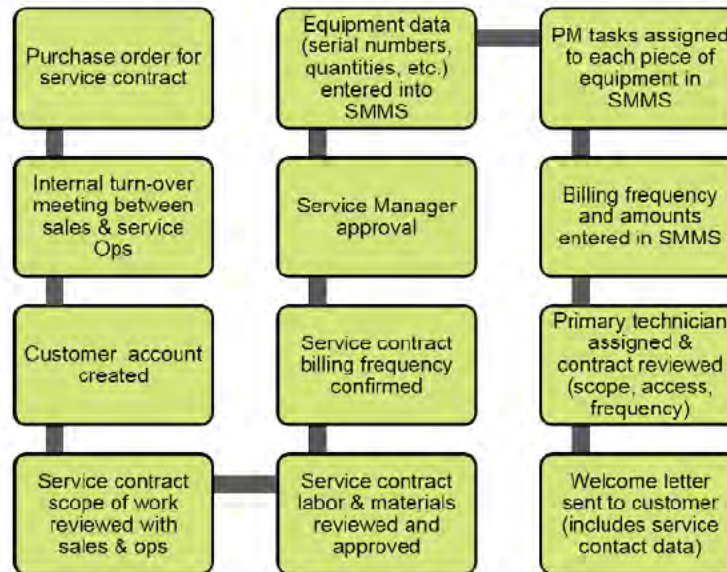
50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?

Our account procedures require us to charge costs to the contract as they are incurred.

51. Identify the process of receiving a purchase order to the providing of a service contract.

Johnson Controls utilizes an enterprise software program to create the business foundation for our branch service businesses. This approach ensures standardization and consistency in business processes making it easy for customers with a single site or multiple sites to do business with us. Our enterprise software program is integrated to our other corporate business systems to ensure accuracy and facilitate financial reporting at all levels.

Below is a brief overview of the process steps followed with each new service contract.



52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

At Johnson Controls, our Metasys® Building Automation System is the foundation of modern building efficiency. This intelligent, world-class system connects your HVAC, lighting, security and protection systems – enabling them to communicate on a single platform to deliver the information you need, allowing you to make smarter, savvier decisions while enhancing your occupants' comfort, safety and productivity.

We can monitor and manage customer's building automation systems through our Remote Operations Center (ROC). This service is described extensively in the answer to question #38. Currently we have over 3000 customers, many of whom have multiple sites across North America. ROC also offers Critical Facility Management to our customers. The ROC has tools to analyze key performance and capacity metrics on mechanical and electrical infrastructure, turning data into information that can be used to improve the efficiency and reliability of the site and meet the customer's goals and objectives for each site and their overall enterprise. The ROC enables our Area teams to offer power and cooling capacity planning on their customers who have Critical Facilities.

Many of our customers want to be able to monitor and manage their building systems in-house but need assistance with the data analytics. Johnson Controls is leading the building automation industry in providing innovative cloud building management systems to support our customer, efficiently and cost-effectively. Today our Metasys® Building Automation System provides an extensive portfolio of analytical tools to convert building data into simple, easy to understand information that is quickly actionable. Analytical tools include dashboards, meter analysis, fault analysis, building optimization, and reporting tools. Our commitment is to provide customers with a building automation system that is easy and simple to manage and at the same time provides imbedded analytics that enable them to optimize the operations of their facilities.

53. List the number of sites your company currently monitors Energy Management Systems (EMS).

We can monitor and manage customer's building automation systems through our Remote Operations Center (ROC). This service is described extensively in the answer to question #38. Currently we have over 3000 customers, many of whom have multiple sites across North America.

54. List your company capabilities regarding system changes and repairs to EMS systems.

Our local service branches have dedicated Controls Technicians who are trained on multiple building automation systems. For customers who have Metasys®, our technicians are able to connect to the customer's system from any point on the internet with the customer's permission. From that point, the technician can troubleshoot, diagnose and many times adjust the system parameters to address operational issues. Our local service branches and our customers have quick access to replacement parts to ensure their building automation systems are quickly returned to 100% operation. Please refer to answer for question 26 for additional details on parts. Also our answer to question 26 provides information about our BAS board repair capabilities.

Repair services are available 24/7 to our customers.

55. List the reporting capabilities your company has for EMS system parameters.

Metasys® integrates to our customers' equipment and building automation systems (both Johnson Controls and other manufacturers) providing a single window to facilities. Metasys® gather information, visualizes the information in simple intuitive formats and analyzes the data to facilitate building optimization. Simply, Metasys® enables data to become intelligence. Customers can manage view their facilities real-time and print reports for documentation and compliance.

Metasys® standard reports are divided into the following categories:

- Configuration setup
- System behavior (alarms, events, details)
- Energy Essentials (consumption, runtime, load profile, energy costs)
- Trend Reports
- Trend Details Reports

In addition to reports, dashboards provide real-time data and analytics to facilitate quick but informed decisions regarding building operations directly affecting the comfort, safety and health of the building occupants. Our customers can access Metasys® from any point on the internet to view the dashboards. In addition, many of our public sector customers are installing our Green Kiosks as a public-facing view of their facilities' performance. The Green Kiosk informs and creates energy efficiency and environmental awareness for both building occupants and their customers through motion graphics and real-time information.

We collaborate with our customers to ensure that dashboards and reports are aligned to their operational needs and desired outcomes. Our tools help our customers work smarter and more efficiently.

56. Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?

Yes, Johnson Controls has complete capabilities to operate, maintain, service, monitor, adjust, and replace EMS systems in house. Each of these services have been described in detail in answers to previous questions.

57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

Our building automation technicians utilize the customer's EMS systems extensively to troubleshoot problems with equipment and devices connected to the system. One of the primary functions of an EMS system is to facilitate troubleshooting of system problems through trend data, status data, events, alarms, etc. The extent to which our technicians can troubleshoot is dependent upon the EMS system and its capabilities. Our building automation technician will handle the service call from initial troubleshooting, diagnostics to completion of the repair. If the technician requires additional support, our corporate Technical Service Department can be contacted. Our standard service processes form the basis of how we execute our service work.

Our 120 North America branches are organized to ensure that decision making is local to our customers. The primary responsibility for each branch lies with the Branch General Manager. But our employees are empowered to make decisions in each of their roles....particularly to ensure that issues are addressed quickly and to the satisfaction of our customers. That empowerment begins on the front line with our service technicians. They are empowered to escalate a service issue to the branch leadership team and if necessary direct to the technical support of the relevant manufacturing unit. Oversight is provided by the Service Branch Manager who reviews all work in progress every day to identify potential problems and remove potential roadblocks to completing a service. Customers can also contact the corporate office at 414-524- 1200 or through email if they are not satisfied with our work. When customer concerns are received at this level, a "red" flag is raised and the local branch is immediately contacted and they have 24 hours to respond with a remediation plan.

58. Describe your company's startup and system checkout responsibilities.

Standard startup and checkout procedures are available online for our HVAC equipment. Typically, the installation and startup of building automation control systems' installations and upgrades are included in Johnson Controls scope of work. Frequently, our customers' technicians will participate in the startup and testing of the system to familiarize themselves with the software and how it functions.

When the BAS replacement parts are installed, that task can easily be accomplished by most of our customers. The required information is included with the product documentation. We also can provide a number of tools to help you configure your system, including the System Configuration Tool (SCT) and the Controller Configuration Tool (CCT). Johnson Controls will be happy to provide additional detailed startup and checkout information for any of our HVAC equipment or controls.

59. Describe your company's post-installation and warranty support

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 after installation and warranty. Each service center provides a full range of products and services to serve our customers.

Maintenance Programs

In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job, while finding cost efficiencies along the way.

We can customize a facility maintenance plan to address the manufacturer’s recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement are equally important in a successful strategy.

<p>Reactive Maintenance</p> <p>Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred.</p>	<p>Preventative Maintenance</p> <p>Scheduling maintenance at specific times offers a first line of defense against failure.</p>
<p>Predictive Maintenance</p> <p>Checking the condition of equipment as it operates. Equipment condition, rather than time intervals, determines the need for service.</p>	<p>Proactive Maintenance</p> <p>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p>

Warranty Support

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

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.

60. Describe your company's steps for system analysis.

Johnson Controls has many products and procedures to help with system analysis.

Connected Technologies

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.

Enterprise Management

The new Johnson Controls Enterprise Management (JEM) offering is a comprehensive, analytical, cloud-based tool 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 (FDD) feature, which provides an easy way for building operators to take corrective action through FDD-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 (KPIs) at the system level – all from a single platform.

JEM works with the Metasys Building Automation System and third-party building automation systems 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. Because MEM uses cloud-based licenses with a variety of subscription options, it is able to meet any organization's needs and budget.

Central Plant Optimization

Minimizing energy costs in a central utility plant while reliably delivering district energy services to meet business needs is a complicated challenge because of fluctuations in loads, weather, and sometimes even utility prices. Because the number of decisions an operator could make to try to minimize operating costs is staggering, we developed an approach that leverages data and technology to help operators predict utility loads and how to serve those loads at the lowest cost over time.

Our CPO software tools use a mathematical based approach to optimization through objective functions, constraint equations, and advanced algorithms to find minimums and maximums. They also implement a powerful technology known as Model Predictive Control (MPC), which has been applied successfully to manage cost sensitive manufacturing and production processes in the petrochemical and pharmaceutical industries for more than 25 years. MPC uses adaptive models to predict the performance of every piece of equipment in a system, allowing the optimization to find the lowest possible operating costs under all operating conditions.

We have applied this advanced optimization approach to our CPO product. CPO manages both the design and operation of cooling, heating, and power generation systems because maximum benefits can only be achieved with the optimal control of optimally designed systems.

Performance Verification Tool

The centerpiece of our quality assurance and performance measurement program is our Metasys Performance Verification Tool (PVT). This tool is an easy-to-use software program that scans a Metasys system for efficiency improvement opportunities and reports its findings. The information available in the reports helps service technicians and installation teams understand the needs of your facilities and deliver proactive, outcome-based service. This tool is available exclusively to Johnson Controls technicians.

The PVT provides better quality by:

- Greatly increasing the ease with which a technician can execute Metasys services
- Encouraging communication and transparency between customers and Johnson Controls through detailed performance summary reports that include service recommendations
- Providing assurance to customers through its ability to validate the commissioning and performance of Metasys systems
- Creating a baseline for the performance of a new installation or retrofit
- More effectively turn over installation projects by providing customers with objective information during turnover meetings

Additionally, it solves problems typically experienced by large Building Automation System and controls installations by:

- Reducing the amount of time it takes to commission multiple integrations
- Provides a way to measure and track commissioning quality
- Makes it easy to get a full inventory of a system, “as built” BAS object inventory,
- Provides configuration and performance reports at the end of a construction project
- Identifies critical security issues and finds common system problems like overloaded controllers
- Looks for excessive alarming, offline points, and overrides
- Provides recommendations on opportunities to save energy and increase comfort

61. Discuss your company's current computer systems architecture. How do your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

Johnson Controls' Service Maintenance Management System (SMMS) is an enterprise software platform serving our branches. This software ensures compliance with every step in our service standard operating procedures. The reporting function supports every aspect of the daily management of our service businesses. The software has imbedded checks and balances that ensure any potential service issues are rapidly escalated for resolution to service management. Because our SMMS is an integrated enterprise platform, key corporate departments like accounts payable, accounts receivable, Regional and Corporate Service Operations Leadership, and Finance have visibility into the local branch service organizations. Customers are routinely requested to validate in writing that the requested services have been provided to their satisfaction. For our service agreement customers, reports are routinely provided about equipment condition, what PM tasks have been completed, and potential issues operating issues identified. This “value report” may also include recommendations for equipment upgrades and replacements to assist with the capital planning process. When customers use our Remote Operations Center (ROC), they receive regular activity reports, alarm information and service call reports. The ROC also utilizes specialized software tools to analyze building and equipment performance to provide insights into future budgeting needs.

Both our SMMS and the ROC ensure closed loop service procedures and consistent performance across our many service centers in North America.

62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

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

63. *Explain how your company qualifies/certifies its services centers and what types of checks are performed to ensure standards are upheld.*

All of our service centers are owned and operated by Johnson Controls. Each is held to the standards established in our extensive Business Operating Procedures that have been vetted and approved at all levels within our organization. To ensure compliance, there are checks and balances built into our corporate business systems (including the SMMS) that all of our branches are required to use. Every year, internal and external auditors select a cross section of field offices (service centers) for a detailed audit of all functions including service. The audit schedule is established to ensure that every office is audited on a standard rotating schedule. The audit report is submitted to Corporate and to the branch leadership team for corrective actions as required. The completion of required corrective actions is tracked and documented. Johnson Controls is committed to accurate financial reporting and customer satisfaction.

64. *Is warranty coverage dependent on using your start-up procedure?*

Our product documentation includes standard startup procedures that we recommend be followed to ensure equipment is not damaged by improper procedures. For applied equipment, we highly recommend that startup is performed by a Johnson Controls or a partner's certified technician. Each of our service centers employs technicians who are factory trained and certified on the installation of our HVAC equipment and controls. When we provide equipment direct to a customer, we frequently include an option for factory startup and/or assistance.

Our warranties typically include the following language:

"This warranty does not extend to goods subjected to misuse, neglect, accident, or improper installation, or to products that have been altered or repaired by anyone except Seller."

65. *Who performs your start-up procedure?*

Please refer to the information provided in questions #64.

66. List the total dollar volume your company completes in HVAC retrofits annually.

Johnson Controls does not explicitly report dollar volume from retrofits separately. The division responsible for all HVAC and energy efficiency retrofits is Building Technologies & Solutions. This division sells its integrated control systems, security systems, fire-detection systems, equipment, and services primarily through the Company's extensive global network of sales and service offices, with operations in approximately 60 countries. Significant sales are also generated through global third-party channels, such as distributors of air-conditioning, security, fire-detection, and commercial HVAC systems. The Company's large base of current customers leads to significant repeat business for the retrofit and replacement markets. In addition, the new commercial construction market is also important.

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

In fiscal 2017, Building Technologies & Solutions accounted for 76% of the Company's consolidated net sales. Building Technologies & Solutions in North America accounted for \$8 billion in net sales in fiscal 2017.

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)

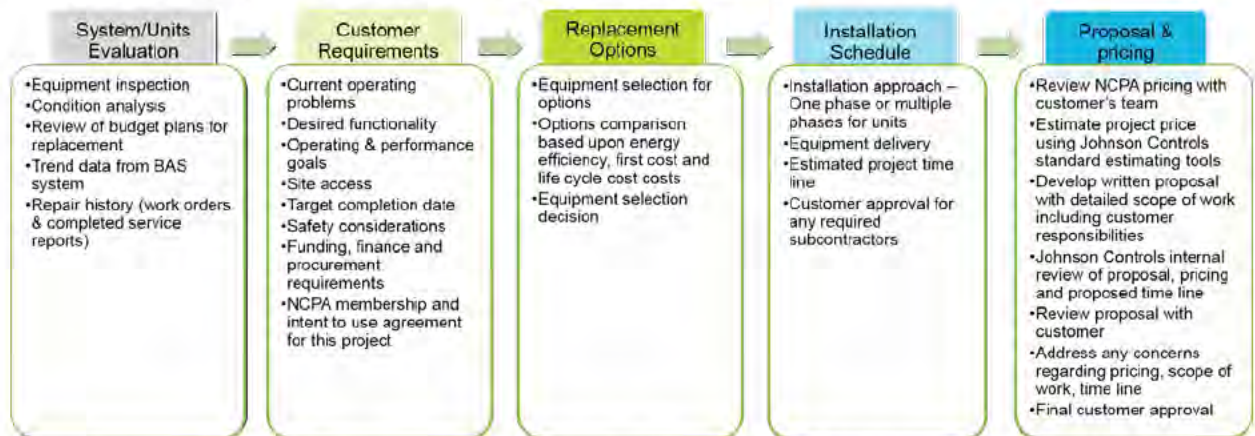
Johnson Controls Building Automation Controls are backed by either a full one-year or three-year warranty, depending upon the type of component.

For equipment or products under warranty, the part is replaced per the warranty terms and conditions. The local service branch typically communicates the expected lead times for replaced parts or equipment.

We deploy an electronic warranty system to record and maintain documentation regarding warranty replacements

68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

Our first step is to involve the local sales engineer and branch subject matter experts to participate in the development of the opportunity. We schedule an initial meeting with the customer to understand their business requirements and expectations for the project and have our sales engineer and service technician inspect and evaluate the units designated for replacement. We will also want to fully understand key project information such as the customer's desire to use the NCPA and Region 14 ESC Agreement, proposed procurement approach, customer approval process, and proposed funding. If our customer would like explore financing options offered by Johnson Controls, our local branch will engage our Structured Finance Team to contact the customer's business officer or Chief Financial Officer to review options from standard 3 -5 year lease to own to contingent payments. Below is a high-level overview the process. Each opportunity is unique and our local teams are experienced in working and delivering projects of any size in the public sector. We consider safety in the work place to be our first consideration at all times.



We will engage the customer early in the process to identify trusted preferred subcontractors who are already doing business with the customer. Whenever possible, we will use partners who are familiar with the site and the customer's operating procedures. However, each subcontractor has to be evaluated by Johnson Controls, provide proof of bonding capabilities, and meet our requirements for insurance. Our commitment to our customers is to provide a quality project, safely, on time and within budget, exceeding their expectations.

Whenever possible, we will use partners who are familiar with the site and the customer's operating procedures. However, each subcontractor has to be evaluated by Johnson Controls, provide proof of bonding capabilities, and meet our requirements for insurance. Our commitment to our customers is to provide a quality project, safely, on time and within budget, exceeding their expectations.

We review all proposals for price, scope of work, and time commitments. We require a completed risk log on larger projects to ensure that we have remediation plans in place for the contract or purchase order. If the customer has indicated that we will be using their terms and conditions, then Johnson Controls must approve before a final commitment can be made on the project. Our Business Operations Systems policies include a standard Designation of Authority matrix detailing the required approvals for different levels of volume of purchases, sales, etc.

69. Describe what project scheduling tools your company use to track projects during construction.

Johnson Controls primarily uses Microsoft Projects as our scheduling tool. During project planning, our team prepares and finalizes plans for execution of work. The planning, execution, control, and closeout phases are entered into the project plan using Microsoft Projects. Typical tasks for each phase are outlined to the left. A large project can involve hundreds of tasks. Whether the project is large or small, our execution team utilizes standard checklists throughout as guides and compliance documents.

Typically, the project plan is updated daily by the Project Manager and routinely shared with the customer's team.

We also have the capability to utilize other brands of project tools if requested by the customer or their design or construction teams.

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

Equipment selections are made based on a conversation with the customer. We select their equipment based on their prioritization of features, efficiencies, etc.

- In many cases the selections are "like for like". When possible, the "like for like" equipment selection will include improved efficiencies, quieter sound, improved reliability, improved response time to building loads, and wider range of operation.
- When the customer is interested in upgrading their facility, we will work with a customer-approved consulting firm to provide optimized selections that meet the upgraded criteria.

We will provide energy analysis to help customers decide between various equipment selections. The analysis will help the customer determine the optimum Return On Investment (ROI) that meets the expectations of their organization.

71. Describe how your company handles site development and project permitting process.

Site development and project permitting processes are identified during the initial scope and estimate development process to ensure that all parties are clear regarding who has what responsibilities and what costs are included and not included in our final proposal. The customer is intimately involved in this discussion along with any additional partners (vendors, subcontractors, customers' engineer, etc.) who are part of the development and execution of this project. Typically, if Johnson Controls is acting as the prime contractor for an owner direct retrofit project, the responsibility for site development and project permitting will be our responsibility. The execution of these tasks occurs during the Execute Phase of the project.

72. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

Our overall quality strategy and approach are described in the answer to question #14. Quality control begins during the Sales & Development phase of a project. During this time, the foundation of the Quality Control & Assurance Plan is begun. In our answer to question #60, you will see how Johnson Controls builds upon this foundation throughout the execution of the project to ensure customer satisfaction. The key to quality are planning, communication, inspection, and documentation.

As part of our corporate mission to exceed our customers' expectations, Johnson Controls is committed to instituting a superior quality program through all phases. Our Quality Assurance department maintains and improves our formal quality strategy, which supports our ongoing commitment to continuous improvement in all endeavors. This group also works with our manufacturing plants to drive improvements in warranty and outgoing quality levels for our products.

To maintain a high standard of quality on our projects, we follow a formal quality assurance process. We developed the procedures from guidelines published by the Professional Engineers in Private Practice section of the **National Society of Professional Engineers**, and incorporate these procedures into a published quality review manual.

The quality control plan establishes a formal program to ensure that we implement the scope of work identified in the contract in accordance with contract requirements. Only by monitoring the quality of the design, procurement, installation, and final commissioning of each system can we assure the quality of the project. It is the goal of this plan not only to delineate individual personal responsibilities, but also to reinforce with each worker that attention to quality is paramount at all times.

We perform inspections and tests of all items of work, including that of subcontractors, to ensure the quality of materials, workmanship, and the functional performance of each project. We will establish periodic reviews on a weekly, bi-weekly, or monthly basis.

Our Project Manager will have the following responsibilities with respect to quality control:

- Ensure work performed in compliance with contract requirements, code, and industry standards
- Inspect any installation issues and determine if corrective actions or additional training is needed
- Ensure installation teams work within agreed upon installation procedures and access guidelines
- Ensure that each installer has passed a drug screen and a background check
- Ensure that each subcontractor is following OSHA safety standards
- Ensure that all work is performed in accordance with Johnson Controls standards
- Manage and coordinate quality control activities, submittals, tests, samples and results
- Ensure that project briefings are held to discuss quality
- Ensure that drawings are kept up to date with the proper revision and provided to the contractor
- Inspect equipment to be installed, and reject non-compliant or damaged equipment
- Investigate and resolve warranty problems, and indicate the action taken on warranty reports

73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

Johnson Controls starts every project by listening to the customer first. We want to understand their mission, business needs, current challenges, and desired business outcomes. Our research indicates that many of our customers have common goals for building projects. They want the functionality delivered on the first day of operation as intended. They want to minimize both the initial capital investment and the on-going life cycle costs. They expect efficient ongoing support from their partners. They want Johnson Controls to use our product expertise and market knowledge to provide solutions that will optimize the value of their assets and provide solutions that are sustainable, efficient, and eliminate waste. Our philosophy to construction partners is to be a business partner and a subject matter expert in innovative HVAC equipment, controls, security, fire, and technology building solutions.

To ensure consistency in quality and delivery across our branches, our field teams follow standard processes for sales, project design/development, execution, and service. Project design begins in the Qualify phase of the sales process and continues through Discover (project development) all the way to Project Close-out. For turnkey and energy retrofit projects, Johnson Controls is typically assuming the role of the prime contractor therefore we collaborate closely with the customer/owner to define the project, the procurement process, building systems design criteria, pricing approach, installation requirements, timeline, commissioning requirements, warranties, and on-going service.

As the prime contractor, we encounter situations where the customer's key stakeholders are not clear on the project's priorities. As part of the design approach, we must first assist our customer to define their priorities and to ensure that the customer has sufficient funds budgeted to address all of their priorities. As the prime contractor for turnkey and energy retrofit projects, we are committed to minimizing change orders so it is very important that the project design is right the first time. Johnson Controls offers Innovation Services to help our customers make these important project design decisions. Our Innovation Services Team has the in-house expertise to provide professionally facilitated sessions where the customer's key stakeholders come together to discuss their needs, exchange ideas, and through a consensus approach, decide on the top priorities for the proposed project. Our Innovation Services Team can provide the following types of sessions: facility planning, security, sustainability, technology planning, risk management, and workplace design. Over the last 15 years, schools, colleges, universities, hospitals, and local government customers have taken advantage of our Innovative Services as a project pre-planning tool.

74. Describe your company's construction management plan.

The Operations Handbook for Delivering Successful Projects is Johnson Controls' standard Construction Management Handbook for turnkey and energy retrofit projects. This guide provides a roadmap of guidelines, procedures, and best practices to effectively manage projects of any size. The Handbook functions as:

- A guide to manage projects using Johnson Controls' CM Methodology
- A practical resource for information regarding CM applications
- A roadmap to other available resources and tools

This handbook is meant to increase the construction manager's efficiency and set standards for professional delivery of projects using consistent format throughout Johnson Controls geographic locations. Application of the practices from the Handbook satisfy project contract requirements, and provide guidance for delivery projects on time, within budget and exceeding the customer expectations.

75. What is your standard warranty on installation?

Johnson Controls' standard labor warranty is one (1) year from Substantial Completion. Terms may differ depending on the specific piece of equipment, service, contract, parts, and labor for specific components.

76. *What is your standard warranty on energy retrofit contracting?*

JCI's standard labor warranty is one (1) year from Substantial Completion. Parts and labor for specific components may differ.

77. *Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.*

Typically, warranties are not affected if the project is financed. However, if the finance company or the customer requests changes to the standard warranty terms and conditions, then Johnson Controls is open to negotiation.

78. *State whether your company provides a quality guarantee on your service. If so, please describe.*

Service repairs typically have a standard labor warranty of 90 days.

79. *What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?*

We will honor pricing in all states to customers who are customers of NCPA, commit to using the NCPA tool to purchase HVAC Equipment, Products and Services and so indicate on their purchase order to us.

SAFETY:

80. Describe your company's safety program during service/repair work.

Termed "work smart, work safe," our safety culture focuses on conditions and behaviors that could result in injury, illness, or damage to property or the environment. As part of our "work smart, work safe" belief, we have developed and implemented a comprehensive safety program that includes the following best practices:

- A transition process designed to adopt and augment existing client safety standards
- A reporting plan that categorizes employee injuries, spills, or releases as a means to identify additional training needs
- A safety certification program that maintains full employee participation
- A centrally administered back-to-work/light-duty program
- Detailed safety audit and control procedures
- Accountability at all employee levels
- An environmental compliance program
- A new employee orientation program that requires every employee to receive up-to-date training prior to work being performed and within a scheduled time period
- Site safety reporting program
- Leader for the site contractors' safety committee involving all contractor personnel
- Johnson Controls safety committee involving all of our employees

Safety Training

All Johnson Controls employees receive safety orientation training when initially hired. This training includes discussion of Johnson Controls' environmental, health, and safety (EH&S) program and general facility safety rules, along with the employee's responsibility to actively participate in the program.

The orientation explains how to maintain a safe and healthy work environment, beginning the process of instilling a zero-incident safety culture in each employee.

Once hired, all Johnson Controls employees are required to participate in our EH&S training program. At each account, we conduct monthly training sessions on different topics. We also provide specialized training to address special situations when required.

Training employees is essential in reducing injuries and illnesses. We recognize the need for an ongoing training and orientation program as a preventive method of controlling work-related injuries, illnesses, and incidents.

Specialized training must be provided to each employee based on the requirements of his or her job. Topics of specialized training include:

- Emergency action plans
- Bloodborne pathogens
- Lockout/tagout
- Machine guarding and power tools
- Compressed gases
- Working safely with lead
- Supervisor safety training
- Cumulative trauma disorder
- Respirator training
- Chemical storage
- Material handling/back safety
- Office safety
- Powered platforms
- Confined space entry
- Electrical safety
- Welding, cutting, and brazing
- Ladder and scaffold safety
- Painting safety
- Slips, trips, and falls
- Personal protective equipment
- Powered industrial vehicles
- First aid

The Johnson Controls Management Team holds daily safety briefings and weekly safety meetings with the operators and technicians at the site and all employees are required to attend. These meetings serve to either inform employees of the safety concerns and requirements for a particular job or provide instruction before beginning a particular assignment. Each safety meeting consists of four basic elements: preparation, presentation, performance, and follow up. These four steps, in conjunction with a prepared set of training topics, are integral parts of our EH&S training program.

The Regional Safety manager will work with the Johnson Controls local team and with the customer to formulate a site specific Account Safety Plan which will be updated at least annually or as needed when site specific conditions dictate.

All safety-related documentation and requirements are on-line through the Johnson Controls Intranet, which is accessible by all employees who have Internet access. We also publish changes/updates to these processes on the Intranet as soon as they are available.

Johnson Controls' employees at each account are also responsible for completing safety certification self-audit checklists. These checklists document over 20 functions of the safety process and require the account staff to ensure that we maintain high standards in administering the program. These ongoing evaluations also serve as instructions to our account team.

Upon completion, each site forwards the checklists to our corporate EH&S team. In addition, our corporate EH&S team conducts a periodic safety review survey of each site, which serves to verify the responses to the self-audit. It identifies deficiencies along with recommendations for corrective actions. Line management prepares and implements an action plan for correcting these deficiencies. Progress is measured against each plan schedule by our EH&S team.

81. Describe your company's safety program during construction.

Please see the information included in question #80.

82. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

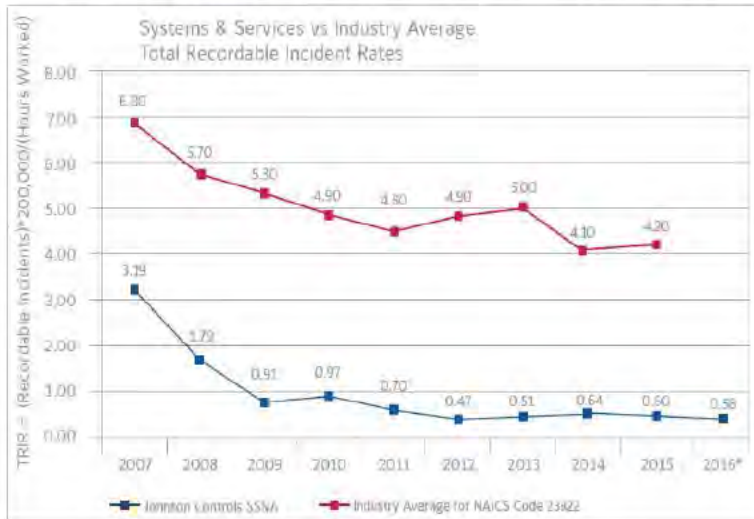
Safety statistics will be reviewed regularly. We always aim for zero recorded incidents. In the event of a recordable incident, the quarterly business review will include the results of a thorough examination of the incident, our response, and a description of the measures taken to avoid similar incidents in the future. Our reviews always contain a safety message tailored to your facilities.

Typically, we measure the following safety KPIs:

- Recordable incidents
- Near miss incidents
- Good catch incidents
- Safe hours worked by quarter
- Total safe hours worked
- Number of safety meetings completed vs workdays in reporting period
- Number of safety reports completed

Creating and maintaining a safe and healthy environment is critical to the success of our clients and is a fundamental obligation to our employees. Our commitment to our clients and employees begins with our Chief Executive Officer and is reinforced at every level of management within our company.

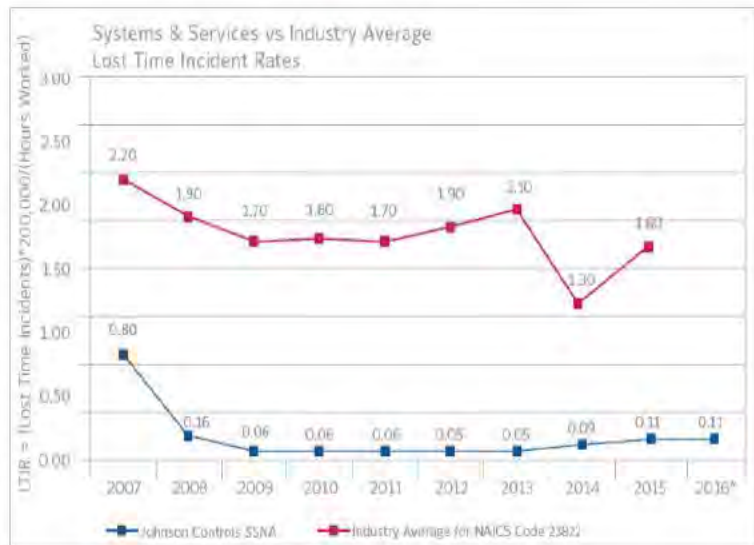
83. What reporting mechanism does your company provide to the customer upon completion of any project?



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.

Safety is a major priority for us, and we will work in a manner that promotes the safety of our customers, Johnson Controls, subcontractor employees, the public, and the environment.



The Project Manager administers and oversees the safety program for all Johnson Controls and subcontracted staff on a project.

Our corporate safety department will audit the project periodically for compliance with Johnson Controls and governmental safety guidelines.

Statistics from the United States Department of Labor, Bureau of Labor Statistics – Incidence rates of nonfatal occupational injuries and illness by industries and case types

MARKETING/SALES

B4. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

Internal Marketing Efforts

We will develop an internal campaign driven through our vertical market teams and our branch network. We have a corporate intranet site that will serve as a single location for information regarding the contract, execution, marketing, and internal and external contacts. The site is visible and accessible by every employee in the company. Additionally, we will work with our marketing department to create a splash page story that will greet each employee that accesses the intranet site to drive awareness of the contract. Additionally, we will be able to leverage relationships between Johnson Controls, SimplexGrinnel, and Tyco Integrated Services to deliver the full value of building products and services to NCPA members.

Through our vertical market teams and branch network, we will launch a series of webinars and training sessions with the support of NCPA. All training will be recorded and posted on our intranet site. The training will focus on educating our sales force on what types of customers can use the contract, the benefits of the contract to Johnson Controls and the customer, pricing, and will ensure our sales teams are educated on how to drive sales in compliance with NCPA rules.

We will also secure a slot in our quarterly sales meetings to promote the contract and provide updates on our recent sales through the NCPA contract. Additionally we have a cooperative program office that focus on support and cooperative sales growth. The cooperative team focuses on branch education to promote and educate our entire branch network and sales resources on how to sell through cooperative contracts.

Thomas Staves is NCPA's main contact at Johnson Controls. Thomas will promote and drive support for the program through our vertical market directors, who will serve to help champion the program and provide contract support across the regions.

External Marketing Efforts

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, Systems and Services North America has 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 NCPA members that we are doing business with to ensure they are aware of our new agreement.

Systems and Services North America (SSNA) will partner with NCPA to ensure NCPA members and SSNA customers are aware of the awarded contract through multiple marketing and communication campaigns, including:

- A co-branded press release published within first 30 days
- Announcement of the award through any applicable social media sites
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows

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).

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

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.

85. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

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 NCPA and Region 14 ESC Agreement to distribute to our field teams and to use in a direct mail campaign. Included in the tool set will be marketing materials that highlight the following customer benefits to encourage our customers to utilize this agreement to procure their HVAC products and services needs:

- Simple and easy to use process
- Agreement piggy-backs on Region 14 ESC contract and ensures that a competitive procurement level has already been met
- Membership is free to the public sector customers
- Pricing structure is simple and straightforward and already includes all applicable fees (no additional add-ons to pricing)

- Labor pricing structure is based upon local published Johnson Controls labor rates; this approach ensures that labor rates are competitive in the local economy
- Eliminates the additional costs incurred by our public sector customers when they follow the traditional Design/Bid/Build process and costs incurred to prepare and issue bid specifications plus the time required to evaluate and award contracts
- The traditional Design/Bid/Build approach frequently does not meet a customer's need to have HVAC repairs and/or replacements completed by a specific time

Also included in our tool kit will be case studies with endorsements from Johnson Controls customers who have used the NCPA 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 NCPA and Region 14 ESC 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 NCPA 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 NCPA and Region 14 ESC 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 NCPA team to help guide these efforts to ensure that our teams are comfortable with how to present the NCPA and Region 14 ESC Agreement to their public sector customers.

86. Explain how your company plans to market this agreement to existing government customers.

In addition to our marketing plans outlined in the answers to #74 and #75, 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.).



87. Provide a detailed 90-day plan describing how the contract will be implanted within your company.

Upon award of the contract, there will be a robust communication strategy to promote the contract both internally and externally. Our national GPO program will support the contract with increased visibility across our branches and customers, additional enterprise resources and a dedicated intranet site, and additional program administration support for identification of new leads and business expansion. In addition to promoted awareness, there will be ongoing sales training resources and opportunity support, standardized customer collateral that helps to communicate the value proposition and benefits of purchasing off the NCPA agreement, and regular business reporting for visibility into pipeline opportunities and recently won work.

88. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

There will be multiple elements to the training program. We will have all employee awareness and education for the NCPA agreement benefits for customers. We will also have targeted in branch training to share best practices. There will be on-demand training for new sales professionals or those that would like to refresh their knowledge.

The GPO program also has resources to answer questions and provide education as sales opportunities arise. Lastly, we anticipate partnering with NCPA resources to provide both branch trainings and share training collateral and material to augment our training program.

89. Acknowledge that your organization to provide its company logo(s) to region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Johnson Controls will provide our logo to Region 14 ESC. During final contract negotiations, appropriate language must be included to define the use of our logo, etc. This language is meant to protect all parties and to further define responsibilities with respect to use of the logo.

90. Provide the revenue that your organization anticipate

Please refer to the financial statements provided in Appendix A.

ADMINISTRATION

91. 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)

Our NCPA marketing plan includes a coordinated effort between Johnson Controls and NCPA. We will continue to market the NCPA program both internally and externally via training, corporate SharePoint site, customer meetings, brochures, and tradeshows. Brochures will be dispensed in both hard copy and electronic format. Our team's National Sales Manager, Mr. Tom Staves, will continue oversee the program. Mr. Staves will be responsible for driving growth.

Thomas Staves, Group Purchasing Organization Sales Manager 1-443-676-8813 |
Thomas.Staves@jci.com

Our team has been very successful with our cooperative contract program and continue to have tremendous growth year over year. We are continuing to expand our cooperative training to increase awareness of and the benefits the NCPA contract brings to both the sales representative and their customers.

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

One key component of integrating the NCPA contract into the national GPO program is the ability to leverage reporting from our newly implemented Customer Relationship Management (CRM) solution and supporting financial payment processing. The environment that NCPA is migrating into is fully scalable to support any volume, while providing additional reporting capabilities for both sales and pipeline.

93. 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

Consolidated reporting is available for customers to view history across linked site locations. Depending on customers unique requests our account team and finance teams will work to accommodate reporting needs.

94. 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.

Increased contract awareness to existing and potential members.

It would be a tremendous help to our team if NCPA would include your member's Dun & Bradstreet number (DUNS Number) within the customer list. This number would help to link our customer list to the NCPA membership roster.

GREEN INITIATIVES

95. Please provide your company's environmental policy and/or green initiative.

We are committed to helping to build a cleaner future. As our business grows, we want to make sure we minimize our impact on the Earth's climate. We will take every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

Sustainability is a cornerstone of our business. We create sustainable solutions through all of our work streams and practice what we preach as a corporation. Our Building Technologies & Solutions headquarters in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.



Our new Asia Pacific headquarters was the winner of the 2017 Shanghai Enterprise Sustainability Impact Award. As China's first "triple certified" building—with LEED® Platinum, China Three-Star and IFC-World Bank EDGE certifications—our headquarters shows that we practice what we preach as a corporation.

Since 2002, we have publically reported various sustainability data, including safety, and environmental metrics. We published our first annual Business and Sustainability Report in 2003, which details our performance in accordance with the Global Reporting Initiative (GRI) guidelines – the most widely accepted global standard for reporting corporate responsibility. Our 2017 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:

- American Business Act on Climate Pledge
- Business Back Low-Carbon USA
- Copenhagen Communique
- Global Alliance for Energy Productivity
- Responsible Corporate Engagement in Climate Policy
- UN Global Compact



As the world's largest recycler of vehicle batteries, we launched the Responsible Battery Coalition in 2017 to promote the responsible lifecycle management of batteries with all chemistries. 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 transportation, industrial and stationary batteries and other energy storage devices, regardless of technology.



We have reduced our carbon intensity by 42% across our global operations since 2002. Additionally, we have helped our customers save more than 26.4 million metric tons of CO2e through Energy Saving Performance Contracts (ESPC) since 2000.

We are a Delivery Partner for the Sustainable Energy for All initiative participating in the Building Efficiency, District Energy, Industry Efficiency Accelerators, and Cooling for All initiatives.



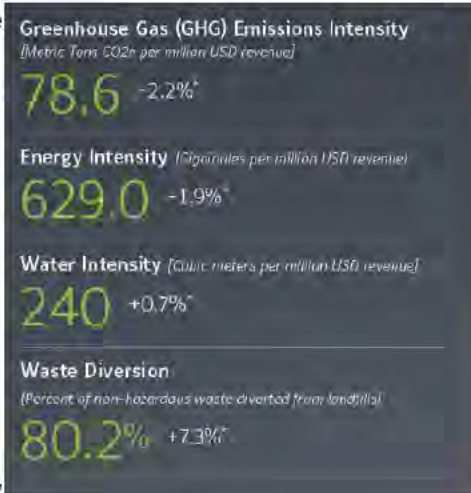
We helped start the [Global Battery Alliance](#) with the World Economic Forum to address the challenges of pollution, recycling, and sustainable development in the global battery market.

Through our Global Sustainability Council, we engage leaders across the enterprise to drive sustainability performance for our operations, our supply chain and our customers.

In 2017, the **Global Sustainability Council** worked with executive leadership to adopt a new 2025 Sustainability Strategy that harmonizes sustainability targets and activities across our new combined enterprise.

This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance and governance.

As part of this new strategy, we will be committing to new 2025 goals related to greenhouse gas emissions, energy, water, waste, safety and diversity from a 2017 baseline.



Mercury Thermostat Recycling

Johnson Controls has joined the Thermostat Recycling Corporation (TRC), a non-profit stewardship organization that facilitates and manages the collection and recycling of mercury containing thermostats across the US. Since TRC’s inception in 1998, over 2.1 million mercury-containing thermostats have been collected, which has kept 10 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

This internal corporate initiative encourages employees at offices across world to reduce their usage of paper, reuse materials to reduce waste, and use recycled paper whenever possible.

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 are:

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

Encouraging Green Habits in Our Workforce

Our employees can nominate their co-workers as Environmental Champions for their efforts to reduce paper use, save electricity, ensure materials are properly recycled, carpooling, and any other environmentally friendly activities.

Sustainability in our Preventative Maintenance Activities

As outlined above, our corporate Sustainability Program features the some elements that may come into play during our preventative maintenance work with Methodist Health. For example, when changing oil or dealing with refrigerants, we follow EPA guidelines.

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.

Sustainability Awards

A complete list of relevant awards appears on our website:
<http://www.johnsoncontrols.com/corporate-sustainability/recognition>. Johnson Controls is involved in the following sustainability organizations:

- Better Buildings Challenge, U.S. Department of Energy
- Business Council for Sustainable Energy
- Carbon Disclosure Project-Supply Chain program
- Center for Climate and Energy Solutions' (C2ES) Business Environmental Leadership Council
- Clinton Global Initiative
- The Conference Board
- Corporate Environmental Enforcement Coalition (CEEC)
- ENERGY STAR Low Carbon IT Campaign
- European Partnership for Energy and the Environment (EPEE)
- Renewable Energy & Energy Efficiency Partnership
- Supplier Partnership for the Environment
- United Nations Global Compact
- United States Energy Association (USEA)
- United States EPA SmartWay
- United States Green Button Initiative
- World Environment Center (WEC)

In addition to affiliations with groups and initiatives, Johnson Controls demonstrates its sustainability leadership through affiliations with the following industry, community, and environmental organizations.

Green Solutions

Johnson Controls is a global leader in delivering solar, wind power, energy storage, geothermal, or biomass solutions. 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 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.

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.



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 advanced Li-Ion battery technologies and our many decades of experience as a pioneer in the development of energy control systems.

VENDOR CERTIFICATIONS (if applicable)

97. 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.

Johnson Controls holds a Mechanical license in every US city we have an office and these can be provided as necessary. We have a very active HUB and M/WBE program. Below are a few facts to support our focus on diverse spending.

- Johnson Controls is one of just 18 companies in the Billion Dollar Roundtable, an organization comprised of U.S. corporations that annually spend more than \$1 billion with certified minority- and women-owned firms.
- Fortune magazine ranked Johnson Controls among the most admired companies in the motor vehicle parts category three years in a row. In 2007, we were ranked No. 1. In 2008, we ranked fourth. Companies are rated on eight key areas of leadership, including people management, social responsibility, quality of management and innovation.
- Johnson Control's chairman and CEO was named a recipient of a 2007 Diversity Leadership Award by Diversity Best Practices and Business Women's Network.

Tab 5- Products and Services

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

HVAC Refrigeration

- Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption)

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

- Cooling medium (e.g., air, water)

Water, Brine, Air

- Brand Name(s)

Johnson Controls/YORK

- Capacity Range (tons)
 - 150-500 tons – Air Cooled Chillers
 - 150-6,000 tons – Water Cooled Chillers

- Standard Warranty (Parts & Labor)

18-month parts and labor from date of shipment

- Optional Warranty (components covered & Labor)

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

- Estimated Lead/Delivery Time

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

- Location of Manufacturing (City, State or Country)

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

- Range of Efficiencies (KW/Ton)

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

- Estimated Market Share (North America)

Johnson Controls does not divulge market share for equipment categories.

- Provide example data on each type of product provided

Data provided upon request

- Detail Features & Benefits

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

Indoor Air Quality Products and Devices

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)

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

- Brand Name(s)

Bioclimatics

- Capacity Range

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

- Standard Warranty (Parts & Labor)

15 month parts from date of shipment

- Optional Warranty (components covered & Labor)

N/A

- Estimated Lead/Delivery Time

Varies

- Estimated Market Share (North America)

Johnson Controls does not divulge market share for equipment categories.

- Provide example data on each type of product provided

Data provided upon request

- Detail Features & Benefits

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

Unitary

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)

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

- Brand Name(s)

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

- Capacity Range

- Outdoor Package Units = 3-150 tons
- Indoor Package Units = 2-105 tons
- Split Systems = 7.5-50 tons
- Water Source Heat Pumps = 0.5-50 tons
- PTACs = .75-3 tons

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

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

- Cooling Medium (DX, Chilled Water)

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

- Standard Warranty (Parts & Labor)

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

- Optional Warranty (components covered & Labor)

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

- Estimated Lead/Delivery Time

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

- Location of Manufacturing (City, State or Country)

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

- Range of Efficiencies (EER, SEER, COP)

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

- Estimated Market Share (North America)

Johnson Controls does not divulge market share for equipment categories.

- Provide example data on each type of product provided

Data provided upon request

- Detail Features & Benefits

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

Air handling

- Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)

Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs

YORK Solution AHUs by Johnson Controls – the only names you need to know for an AHU line that has no limits, ranging from basic indoor units up to penthouse mechanical-equipment rooms. Whatever the air-handling challenge- IAQ, acoustics, energy, controls, you name it, Johnson Controls has the experience to build a Solution AHU that will meet your needs.

- Brand Name(s)

Johnson Controls/YORK Solution

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

- Capacity Range (CFM)

2000 CFM – 200,000+ CFM

- Heating Medium (Electric, Gas, Steam, Hot Water)
 - Hot Water
 - Electric Heat
 - Steam
 - Gas

- Cooling Medium (DX, Chilled Water)
 - Chilled Water
 - DX
 - Coils manufactured

- Standard Warranty (Parts & Labor)
 - 18-month parts and labor from date of shipment

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

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

- Location of Manufacturing (City, State or Country)
 - York, PA
 - Albany, MO
 - Hattiesburg, MS

- Estimated Market Share (North America)

Johnson Controls does not divulge market share for equipment categories.

- Provide example data on each type of product provided

Data provided upon request.

- Detail Features & Benefits

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

Air Terminal Devices and Heating Products

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)

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

- Brand Name(s)

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

- Capacity Range (CFM)

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

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

- Electric Heat
- Hot Water
- Steam
- Aux Heat

- Cooling Medium (DX, Chilled Water)

- Chilled Water
- DX

- Standard Warranty (Parts & Labor)
 - 12 Months from Startup
 - Not to exceed 18 Months
 - No Labor

- Optional Warranty (components covered & Labor)
 - 3% of list price per additional year of warranty

- Estimated Lead/Delivery Time
 - 4-5 Weeks

- Location of Manufacturing (City, State or Country)

XXX

- Estimated Market Share (North America)

Johnson Controls does not divulge market share for equipment categories.

- Provide example data on each type of product provided

Data provided upon request.

- Detail Features & Benefits

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

DDC Controls

- Type (core components, end devices, lighting, panels) Brand Name(s)

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

- System Protocol (BACnet, LonWorks, Proprietary or Combo)

- BACnet
- LonWorks
- Proprietary
- Any Combination

- LAN Communication Structure (Peer-to-peer, Polling)

- Peer to Peer
- Polling

- Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)

- Personal Computer
- Notebook
- Handheld

- Third party interface (Drivers and Gateways)

Available through System Integration Services

- Remote alarm and message capabilities
 - Local & Remote Available with Metasys
- Standard Warranty (Parts & Labor)
 - Parts: 3 Years
 - Labor: 12 Months
- Optional Warranty (components covered & Labor)
 - Labor: 2-5 Years Per Customer Request
- Estimated Lead/Delivery Time
 - Depends on selected equipment
- Location of Manufacturing (City, State or Country)
 - Reynosa, MX
- Estimated Market Share (North America)

Johnson Controls does not divulge market share for equipment categories

- Detail Features & Benefits

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

Cooling Towers

- Type (e.g., open, closed, evaporative, other)
 - All types
- Brand Name(s)
 - All brands
- Capacity Range (tons)
 - 6-1300 Ton+
- Standard Warranty (Parts & Labor)
 - 5 year parts only
- Optional Warranty (components covered & Labor)
 - N/A
- Estimated Lead/Delivery Time
 - 4-5 weeks after receipt
- Location of Manufacturing (City, State or Country)
 - Varies
- Estimated Market Share (North America)

Johnson Controls does not divulge market share for equipment categories.

- Provide example data on each type of product provided

Data provided upon request.

- Detail Features & Benefits

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

Pumps

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
 - All types
- Brand Name(s)
 - Bell & Gossett, Armstrong, and others
- Capacity Range (GPM)
 - 10 GPM to 4000 GPM
- Standard Warranty (Parts & Labor)
 - One year from date of start up
- Optional Warranty (components covered & Labor)
 - Extended Warranties Available
- Estimated Lead/Delivery Time
 - Varies
- Location of Manufacturing (City, State or Country)
 - Varies
- Estimated Market Share (North America)
 - Johnson Controls does not divulge market share for equipment categories.

- Provide example data on each type of product provided
 - Data provided upon request

- Detail Features & Benefits

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

Invertors

- Brand Name(s)
 - Johnson Controls and others
- Capacity Range (HP)
 - ¼ HP to 250 HP+
- Standard Warranty (Parts & Labor)
 - Typical 2-year Warranty
- Optional Warranty (components covered & Labor)
 - 3-year Warranty with Certified Startup
- Estimated Lead/Delivery Time
 - Varies
- Location of Manufacturing (City, State or Country)
 - Varies
- Estimated Market Share (North America)
 - Johnson Controls does not divulge market share for equipment categories.

- Provide example data on each type of product provided
 - Data provided upon request

- Detail Features & Benefits
 - <https://www.johnsoncontrols.com/hvac-equipment>

Boilers & Water Heaters

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)
 - Raypak, Sellers, Johnston

- Brand Name(s)
 - Raypak, Sellers, Johnston

- Heating Medium (Electric, Gas, Steam, Hot Water)
 - Hot Water
 - Electric Heat
 - Steam
 - Gas

- Capacity Range (MBH)
 - 66,000btu to 4,000,000
 - 10 to 800 Boiler Horsepower

- Standard Warranty (Parts & Labor)
 - 1 year from start-up

- Optional Warranty (components covered & Labor)
 - Extended warranties available on all components

- Estimated Lead/Delivery Time
 - Lead times vary from 0 to 20 weeks

- Provide example data on each type of product provided
 - Data provided upon request

- Detail Features & Benefits
 - N/A

HVAC Specialty Products

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

- Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
 - Outdoor Units: Both heat recovery and heat pump types, air cooled condensing units with inverter scroll compressors, up to 29.5 SCHE and 25.2 IEER
 - Indoor Units: Fan coil units in multiple styles (concealed, wall mount ceiling cassette); ducted and non-ducted, sensor options

- Brand Name(s)
 - Johnson Controls, YORK

- Heating Medium (Electric, Gas, Steam, Hot Water)
 - DX

- Cooling Medium (DX, Chilled Water)
 - DX

➤ Capacity
Range (CFM and/or
MBH)

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

➤ Standard
Warranty (Parts &
Labor)

- 10-year
standard
warranty

➤ Optional Warranty (components covered & Labor)

- Contact account representative for extended warranty details and limitations

➤ Estimated Lead/Delivery Time

- 4-5 Weeks

➤ Location of Manufacturing (City, State or Country)

- Japan and China

- Range of Efficiencies
 - Up to 29.5 SCHE and 25.2 IEER
- Estimated Market Share (North America)
 - Johnson Controls does not divulge market share for equipment categories.
- Provide example data on each type of product provided

Data provided upon request.

- Detail Features & Benefits

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

Equipment Parts and Supplies

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and ~~supplies~~ and other)
 - All types required to support the products we install
- Brand Name(s) stocked
 - All brands
- Location of stocking parts
 - Each branch location is stocked with parts. Some parts may require shipping from the manufacturer.
- Standard Warranty (Parts & Labor)
 - Warranty terms differ for each part. Johnson Controls typically offers a full one-year or three-year warranty, depending upon the type of component.
- Optional Warranty (components covered & Labor)
 - Extended warranties are available
- Estimated Lead/Delivery Time
 - Lead time depends on the part.
- Percentage of locally stocked parts to delivered parts
 - Varies by location
- Detail Features & Benefits
<https://www.johnsoncontrols.com/services-and-support/operations-maintenance-and-repair-services>

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

Startup & Commissioning Services

- Define process for validation of system or equipment operation to design

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

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

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

The plan includes the following items:

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

- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)

All York Equipment, Metasys Controls, Air/Water Balance

Service & 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.

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
 - Preventative maintenance agreements (basic and premium coverage options) for HVAC equipment, controls, security & fire equipment
 - Repair services for HVAC, security, fire, technology and building automations systems
 - 24/7 emergency service
 - Predictive and diagnostic such as Vibration Analysis, Oil Analysis, Refrigerant Analysis
 - Replacement parts
 - Design and construction service
 - Refrigerant compliance reporting
 - Connected services such as our Chiller MD
 - Remote Operations Center (ROC)

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

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



HVAC equipment and controls efficiently performing at peak level.

Johnson Controls offers two standard types of preventative 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 preventative 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 services

DESCRIPTION	SERVICE COMPLETE	
	BASIC	PREMIUM
DESCRIPTION	Factory recommended inspection and maintenance program designed to identify issues preventing covered systems from running efficiently. Recommended focus on Johnson Controls 5 Values of Planned Maintenance.	Factory recommended inspection, maintenance and repair program for customers who want budget predictability and protection from unplanned failures of covered systems.
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 preventative maintenance. Again, this is just a starting point and easily customizable to the needs of the individual customers.

DESCRIPTION	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.

- List key personnel (factory, sub-contract, other)
 - Factory trained in-house personnel and equipment to perform most maintenance, service, and vibration analysis tasks.
 - Subcontract Oil and Refrigerant Analysis.

- References (public sector only)
 - We have performed these duties for all of our references listed in TAB 6

- Case studies describing benefits of services

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

Installation and Turnkey Contracting

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
 - Retrofits, new construction, energy retrofit, new controls, controls upgrades, performance contracting

- Define processes for each type install of the system or the equipment

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

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

- List key personnel (factory, sub-contract, other)

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

- References (public sector only)

We have performed these duties for most of our references listed in TAB 6.

- Case studies describing benefits of services

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

Warranty Services

- Type (e.g., Extended parts & labor (define maximum number of years available), delayed start up and other)

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

- Define processes for each type of warranty

See Warranty information at the beginning of Tab 5

- List key personnel (factory, sub-contract, other)

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

➤ References (public sector only)

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

➤ Case studies describing benefits of services

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

Energy Services

As more and more organizations prioritize the search for new energy savings solutions, funding can be a barrier and innovative financing is often required to make the vision of energy efficiency a reality. Johnson Controls offers Energy Performance Contracts that put facility upgrades within financial reach. It’s totally accountable: a guarantee that building improvements will deliver operational and utility savings over a fixed period. 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 (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)

- Auditing Services
- Energy Supply Side Professional Services
- Facility and Infrastructure Services
- Post-installation Services
- Training
- Truck and Site Based Services
- Additional Technical Services

➤ Certifications of personnel

- LEED
- NAESCO

➤ List key personnel (factory, sub-contract, other)

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

➤ References (public sector only)

See the [Louisville Metro case study](#) included in “Appendix B – Case Studies.”

➤ Case studies describing benefits of services

See the [Louisville Metro case study](#) included in “Appendix B – Case Studies.”

Equipment Rentals

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, ~~package~~ unitary and other)
 - Chillers, Pumps, Transformers, Generators, Cooling Towers, Package Units

- Brands available
 - Please contact your local branch for brand availability

- Locations of rental fleet
 - We have rental equipment located nationwide

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

Financial Services

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

➤ Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)

- 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)	<p>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.</p> <p>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.</p>
Tax Exempt Lease Purchase	<p>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.</p>
Operating Lease	<p>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.</p>

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

➤ **Funding Sources**
 (internal and/or external)

- Internal + external

➤ **List key personnel**
 (internal and/or external)

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

- Case studies describing benefits of services

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

Professional Services

- Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)

- Engineering
- Design
- Drafting
- Architecture
- Data Management

- Describe type of each professional service and availability

Refer to the answer above.

➤ Licensing and certification capabilities

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

Distributed Generation Certified Professional (DGCP)	4
Energy Manager in Training (EMIT)	2
Energy Manager in Training International (EMITI)	1

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

➤ List key personnel (internal and/or external)

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

➤ References (public sector only)

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

➤ Case studies describing benefits of services

Please see the Louisville Metro case study included in “Appendix B – Case Studies” on the provided flash drive.

Site Surveys

➤ Type (e.g., Equipment, system analysis, operational, architectural and other)

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

➤ Describe type of survey

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

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

➤ Licensing and certification capabilities

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

Distributed Generation Certified Professional (DGCP)	4
Energy Manager in Training (EMIT)	2
Energy Manager in Training International (EMITI)	1
Existing Building Commissioning Professional (EBCP)	7
Performance Contracting and Funding Professional (PCF)	3
Renewable Energy Professional (REP)	3

➤ Advanced technology uses for each type of survey

A very important step in a successful and productive building survey is having a plan of 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
- Fire Alarm System

➤ List key personnel (internal and/or external)

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

➤ References (public sector only)

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

➤ Case studies describing benefits of services

Please see the Louisville Metro case study included in “Appendix B – Case Studies” on the provided flash drive.

Tab 8 – Value Added Products and Services

Fire Alarm, Sprinkler, Suppression & Security Systems and Services

- Types: (Local, Auxiliary, Remote or Proprietary)
 - -All types are available
- Brand Names:
 - Simplex, Notifier, Edwards, Grinnell, Ansul, Chem-Guard Lenel, Software House (various other security brands)
- Standard Warranty: Parts and Labor:
 - 12 month labor; 1 year parts
- System Architecture: (Stand alone, single node or multi-node networks)
 - All are available
- Network Type:
 - Peer to Peer and Dgrade mode
- Audio System:
 - Emergency Voice
- Node Configuration:
 - Class A and Class B
- Smoke Evacuation:
 - UUKL and UOJZ
- Remote Annunciation Types:
 - JNCA (Global Annunciator), IFW (Work Station), LCD160, LCD80, or LDM
- Third Party Interface:
 - Noti-Fire-Net, Metasys BACnet
 - Remote Communications:
 - DPI-232, EIA-232 Ports, EIA-485 Ports
- Detailed Features & Benefits:
 - <http://www.johnsoncontrols.com/buildings/security-and-fire-safety>

Value Added Resellers:

Johnson Controls Fire Protection

Johnson Controls Security Solutions

Safety and Security

When optimizing a building's security and fire safety, our customers need solutions that protect people, secure assets and lower operating costs — and that's what we deliver for businesses worldwide. Our solutions protect businesses by making sure security and fire systems perform on demand as designed. We're the industry's most trusted partner for security and fire safety, specializing in complex integrations with more than 50 years of experience serving schools, hospitals, airports, mass transit, government facilities and 30 percent of Fortune 1000 companies. No matter what size or type of facility, we offer flexible, cost-effective solutions to ensure a safe working environment. What differentiates Johnson Controls from other safety and security providers is our ability to provide a full range of services to meet customer needs.

Safety and Security Technologies

- Key and lock management
- Intrusion detection
- Digital video surveillance
- Access control
- Fire detection and alarm
- Incident management and reporting
- Emergency communications
- Mass notification

Safety and Security Services

- Site surveys
- Testing and inspection
- Maintenance and upgrades
- Project management and installation
- Emergency response plans
- Remote alarm and video monitoring
- On-site services

Some of the Markets we serve

- Airports / Seaports / Rail
- Corporate and Investment Real Estate
- Financial Services
- Health Care
- Insurance
- Government
- Higher Education
- K-12 Education
- Manufacturing
- Military Sites
- Office Buildings
- Petrochemical
- Pharmaceutical
- Telecommunications
- Utilities

Filter Program

Johnson Controls owns Koch Filter to serve our customers' filters needs. We stock numerous filter sizes to meet our client's needs. We have a filter cutting system to custom cut filters to fit the non-traditional air units.

Fabrication and Modification Capabilities

Johnson Controls has a Fabrication and Modification shop that modifies air-cooled and water-cooled chillers for hazardous duty environments. We also fabricate portable air-cooled chiller skids for temporary or "easy-to-relocate" applications. We have a chiller rebuild shop where we perform complete renovations on chillers up to 7,500-tons. These rebuilds are typically motivated by the substantial energy savings that can be achieved. We have strategic relationships with several sheet metal/fabrication shops to assist us in performing small to large turnkey remodel or renovation projects.

Air and Water Balance

We have the personnel and tools to perform air and water balance projects. Jobs of this nature are typically motivated by potential energy savings through more efficient equipment operation. These are often performed in conjunction with our Performance Contracts.

Network Integration Solutions - NIS

The convergence of IT systems, building systems and specialty systems along with the proliferation of wireless devices has resulted in customers looking for new best practices for ensuring technology performance and outcomes. Our customers require systems that communicate with each other and with enterprise applications, anytime, anywhere. To help customers address their need for ubiquitous enterprise connectivity, Johnson Controls offers Network Integration Solutions.

Johnson Controls provides a single point of responsibility to deliver these disparate yet interoperable technology systems, reducing the cost of technology design, implementation and operation. Enterprise organizations see network integration as a means to maintain a competitive edge, improve productivity and facilitate organization collaboration.

Geothermal

Located just feet below the Earth's surface is a renewable and consistent source of heat known as geothermal energy. At a depth of approximately six feet, for example, soil temperature in most of the world's regions is stable between 45 – 58 degrees Fahrenheit. Johnson Controls offers geothermal energy solutions that allow you to tap into this natural energy source for use in heating and cooling systems.

With geothermal systems, there is often no need for traditional mechanical heating or cooling. Instead, ground-source heat pumps take advantage of the earth's natural heating or cooling through a series of pipes, called loops, installed below ground or submersed in a pond or lake. Fluid in the loop is pumped into the building, where it is compressed by a heat exchanger and released at a higher temperature. In summer this process is reversed, removing heat from the building to cool the facility.

Unlike conventional heat pumps, it is much easier for the geothermal heat pump system to capture heat from soil of a moderate temperature than from the frigid air outside in winter. Conversely, in summer, the relatively cool ground absorbs waste heat more readily than warm outdoor air.

In some areas of the country, water below the surface of the ground is hot. This hot water can be used to provide direct heating and it can be used to create steam to run turbines to create electricity. Whatever the situation, we work with you to find the best solutions to your energy needs.

Geothermal Facts:

Geothermal energy has been identified as the most energy-efficient and cost-effective space conditioning available today by the Environmental Protection Agency.

Cost saving benefits:

- Competitive installation costs
 - Lower energy costs by 25-40%
 - Utility incentives/rebates
 - Free domestic hot water in summer
 - Lower maintenance costs
- Environmental benefits:
- Fewer emissions (little or no fuel burned)
 - Requires less electricity
 - No danger of groundwater contamination
 - Reduced use of refrigerants

Green-LEED Focus

There are many options when designing and building green buildings. But we believe there is a single #1 priority: energy efficiency. Efficiency is the fastest, cheapest and most environmentally powerful element to consider when building or retrofitting a green building. It should always come first.

To achieve efficiency, it's necessary to understand the technical products that deliver the best outcome, the performance requirements of the building as a whole, and the goals and needs of the people behind and inside the building. An integrated design process can put these elements together to deliver a building as efficient as technically and humanly possible. It's what we can do to help you get the energy efficient green building you desire.

Green Compass and LEED?

One of the tools we developed to help is called Green Compass. This tool can help you analyze new or existing buildings according to the potential score they will receive under the LEED rating system. The Leadership in Energy and Environmental Design (LEED) Green Building Rating System was developed in a consensus-based approach by the US Green Building Council. It is an accepted benchmark for the design, construction and operation of green buildings. LEED promotes a whole-building approach by recognizing performance in five areas: sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality.

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

Construction Services

Johnson Controls is pleased to offer to the clients of National Cooperative Purchasing Alliance a product called Construction Services. This is Johnson Controls' tool to perform an unlimited size and scope project for our customers. Johnson Controls has the depth in personnel, years of project experience and strength in resources to assist clients in any and all construction, renovation and modification projects. We see a need for a tool that would enable clients to complete projects faster, with the comfort of a regulated pricing structure and the security of a partnership approach to the project.

This fulfillment method will allow clients to move quickly in time of crisis or otherwise remedy problems that might grow worse or more costly while waiting for traditional construction methodologies to progress. The benefit to the client is faster repairs which typically lead to reduced cost.

Remote Operations Center

The Remote Operations Center (ROC) in Milwaukee is Johnson Controls Inc.'s center of excellence for facility performance. Significant Investments have been and are continuing to be made in serving our customers through reliability centered facility information. The ROC is staffed with seasoned professionals who use sophisticated technology and our company's collective knowledge to gather performance information about our customers' facilities for use in optimizing the operation of a facility. Through access to better information, we help our customers make better decisions and achieve better outcomes for their facilities.

The Remote Operations Center (ROC) monitors customer building systems and equipment 24 hours a day, 7 days a week through a UL- and Factory Mutual – certified for central station monitoring environment. For our customers, our adherence to these certification requirements mean:

- Higher operational reliability through standards compliance;
- Protection and integrity of data
- Infrastructure that supports uninterrupted service
Rapid response to critical facility alarms

Our quality assurance process includes:

- Frequent (minimum daily) system integrity checks for all for all locations.



- Detailed records of transactions are stored in central database and available through standard reports.
- All phone conversations recorded for on-going training purposes.

The Remote Operations Center staff relies on proven processes, state-of-the-art technology and the experiences gained through centralized expertise to deliver services that impact the performance of our customers' facilities. Today our staff is comprised of over 40 individuals, with each person bringing a unique perspective from to his or her role derived from educational background and work experience. This blend of engineers, facility operations experts and experienced automation system technicians, ensure that the right expertise can be utilized to maximize our role with a customer's building or systems. In addition, this staff is supported by dedicated 24/7 IT resources who focus on center uptime and reliability, ensuring the integrity of proprietary systems and communication networks.

Service Function Descriptions

Building Operators are responsible for monitoring fire, security and building automation system (BAS) alarms and responding to alarm conditions consistent with customer requirements. Typical duties include account/site set-up and commissioning; communications testing and monitoring; and, on-going alarm monitoring, documentation and reporting.

Our Building Operators possess a minimum of a 2-year technical degree, as well as additional certification in HVAC Systems, Chillers or Boilers and average 8 years of experience in building operations and maintenance.

Remote Operations Technicians are responsible for the remote interrogation of building automation systems to proactively identify potential issues and mitigate problems that will affect overall operational performance. Typical duties include managing customer alarms and direct requests for service; interrogating customers' building automation systems to troubleshoot and diagnose system problems (determining status and criticality); and, remotely resolving issues when possible.

The educational requirements for Remote Operations Technicians are: minimal requirements include a 2- year technical degree and/or 4 year BS engineering degree; demonstrated knowledge of HVAC equipment, building automation systems and facilities garnered through prior work experience. The people in this group average 15 years of in-field experience related to the service, operation and installation of HVAC, fire and security systems.

Shift supervisors are responsible for the supervision of operations activities and staff, as well as ongoing performance management. In addition to supervising 24/7 activities, they are responsible for service start- up scheduling, documentation management, process management, quality control, and ensuring compliance with all certification requirements, including those for UL and Factory Mutual.

In addition to holding 2- or 4-year technical degrees, our shift supervisors average 20 years of hands-on experience in the building operations industry, including work in application engineering, control system design, and commissioning.

Predictive Diagnostics Engineers are responsible for monitoring primary HVAC equipment performance. Typical duties include monitoring the performance of products or operations; analyzing data; recommending changes to improve quality, reliability and efficiency; and, refining analysis techniques based on historical data.

Our Predictive Diagnostics Engineers possess a BS in Engineering with 2-5 years related engineering experience with experience in predictive technologies as well as general mechanical equipment and repair knowledge. In addition, we require Level II or III certification from the Vibration Institute.

Core Monitoring Services

While not a requirement for all remote enabled services, having a Johnson Controls Metasys® building automation system onsite increases the level of service that can be provided.

Remote BAS Monitoring — Utilizes a customer's Metasys® building automation system (BAS) to remotely monitor any or all of their building systems, including HVAC, access control, electrical, fire (as secondary notification) and security. The service can provide partial schedule coverage (for example, third shift) or on a 24-hour basis. Alarms are received, recorded and responded to according to the customer's defined response plan. Connections are normally made via dial-up, but may utilize higher reliability/higher speed options if warranted by project size, complexity or risk.

Remote Fire and Security Monitoring — The Remote Operations Center meets or exceeds all requirements for both Underwriters Laboratories (UL) and Factory Mutual (FM) certification for central station monitoring of fire and security systems. Remote Fire and Security Monitoring provides round-the clock monitoring of fire and burglary alarms with alarm panel and communication supervision. When an alarm is received, we acknowledge it, and our UL-certified system automatically recognizes the customer site and call list. We then notify according to the prioritized call list until contact is made.

The ROC central monitoring station meets all UL Listing as indicated below: UL Listing (Central Station) Requirements

- Floors, walls, ceilings must have a fire rating for external and internal walls and roof.
- Must have single occupancy for basic requirements (if multiple occupancy, telecommunications, wiring and electrical requirements differ).
- Must have a supervised sprinkler system.
- Must prevent visible access from outside through windows.
- Must have backup generator power.

- Must have UPS (uninterruptible power supply) power capable of 4 hours of power and a backup generator, or two generators, or a battery bank that can carry the load for 24 hours minimum.
- All doors must have automatic door closures and a lock that remains locked at all times.
- Positive ID must be maintained at all times for people going in and out of the control room.
- Must perform one hour a month, manual mode operations for all operators with a logbook kept onsite.

Renewables

Johnson Controls is leading the country in a push to serve our clientele in an environmentally responsible manner. We are focusing on ways to bring Green products and ideas to the market place. Below are five products we are currently working with. We are achieving great success in the Renewables Market and will continue to do research to find better ways to preserve our planet.

Solar energy can be converted directly (photovoltaic) or indirectly (thermal solar) into electricity and heat through photovoltaic devices and thermal collectors. The resulting electricity or heat can offset utility costs and reduce, or possibly eliminate the need for water heaters.

Lighting

Indoor and outdoor lighting systems, lighting controls, daylighting strategies, parking lot and sports complex lighting, etc.

Johnson Controls' lighting design options are not limited to standard lighting. They can include exterior lighting, street lights, lighting controls and occupancy sensors, lighting, and lighting maintenance strategies. Appropriate lighting can reduce eye strain, increase productivity and provide a safe working environment. Daylighting is also another important factor in the overall lighting design and should be incorporated into lighting retrofits, where appropriate.



Building Envelope Systems

Windows, insulation, weatherization, infiltration reduction, window glazing, etc.

Unwanted heat loss or gain through walls, doors, windows, and/or roofs of buildings can significantly 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. Johnson Controls can implement improvements to windows such as caulking, tinting, or window replacement. Roof treatments can be made such as the application of reflective coatings. Other areas for heat gain or loss such as doors and other penetrations can also be addressed when identified.

Water Systems

Water, like gas and electricity, is an environmental issue and a cost consuming utility. Johnson Controls can provide the services to identify, recommend, and implement water conservation measures for Harris County. Conservation and cost reduction measures may include, low-flow faucets, toilets, and waterless urinals, sub-metering, sewer user credits for things such as vehicle washing and cooling tower evaporation and irrigation control strategies for heavy water users.

Additionally, water treatment is an often-overlooked opportunity for improvements and savings. Correct water treatment is vital to the safety of building occupants as well as the life of mechanical equipment. Johnson Controls will evaluate water quality and treatment options in all water containing systems including boilers, chilled water systems, cooling towers, evaporative cooling, laundry facilities, swimming pools, and domestic water systems.

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.

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

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. We can ensure items such as proper air flow and rebalancing the system, replacing motors and variable speed drives, restoring economizer cycles, and enabling hot deck and cold deck reset.

Energy Efficiency through Operational Strategies

In addition to recommissioning, which deals with making the components of the mechanical and electrical system operate correctly, operational strategies can generate significant savings and are typically low cost to implement. Johnson Controls evaluates systems in a holistic manner, both the components and the operations. Operational strategies can generate savings through new hot deck and cold deck reset schedules, and new methods for ensuring the correct amount of outside air, along with training for the facilities staff on the new operations.

Tab 9 – Required Forms

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Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

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Clean Air and Water Act & Debarment Notice

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.

I hereby further 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.
Print Name	David R. Clark
Address	5757 North Green Bay Avenue
City, State, Zip	Milwaukee, WI 53209-0591
Authorized signature	<small>Classified for:</small> 
Date	7/20/2020

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Contractor Requirements

Contractor Certification 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 is 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 offeror 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 NCPA Participating entities in which work is being performed

Fingerprint & 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.

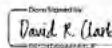
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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.

Authorized signature


David R. Clark

Date

7/20/2020

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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 bid, 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 bid, 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 bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Johnson Controls, Inc.
Address	5757 North Green Bay Avenue
City/State/Zip	Milwaukee, WI 53209-0591
Telephone No.	414-524-5498
Fax No.	N/A
Email address	David.R.Clark@jci.com
Printed name	David R. Clark
Position with company	VP Commercial Operations
Authorized signature	

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Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3145-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

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for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

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of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) **Maintain** all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) **Permit** any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (j)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity.** The following Equal Employment Opportunity requirements apply to this Contract:
 - a. **Face, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age.** In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

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employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>